

**THE VILLAGE OF DEXTER  
VILLAGE COUNCIL MEETING  
MONDAY October 8, 2007**

**\*\*\*\*\*7:30pm\*\*\*\*\***

**Dexter Senior Center, 7720 Dexter Ann Arbor Road**

**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

**B. ROLL CALL:** President Seta                      J.Carson                      P. Cousins                      S. Keough  
   J. Semifero                      R. Tell                      D. Fisher

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting Minutes – September 24, 2007                      Page# 1-6

**D. PRE-ARRANGED PARTICIPATION:**

*Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)*

None

**E. APPROVAL OF AGENDA:**

**F. PUBLIC HEARINGS**

*Action on each public hearing will be taken immediately following the close of the hearing*

None

**G. NON-ARRANGED PARTICIPATION:**

*Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives*

*"This meeting is open to all members of the public under Michigan Open Meetings Act."*

**[www.villageofdexter.org](http://www.villageofdexter.org)**

**H. COMMUNICATIONS:**

1. WC Road Commission Media Advisory 9-27-07
2. Department of Treasury 9-19-07
3. Solider Appreciation Day – October 20, 2007

**Page# 7-10**

**I. REPORTS:**

1. Board and Commission Reports

SEMCOG 2035 Forecast Meeting- Jim Carson **Page# 11-14**

2. Subcommittee Reports

3. Village Manager Report

**Page# 15-18**

4. President's Report

**J. CONSENT AGENDA**

*Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.*

1. Consideration of: Bills & Payroll in the amount of: **\$189,428.56**

**Page# 19-26**

**K. OLD BUSINESS- Consideration and Discussion of:**

1. Discussion of: Main Street Bridge Project – Phase 2 Funding Update

Pam Brynes Email Update – Funding Extension

WATS Funding Update – Jim Carson

**Page# 27-28**

2. Consideration of: UMRC Development Agreement

**Action Postponed from the September 10, 2007 meeting.**

**Page# 29-30**

*"This meeting is open to all members of the public under Michigan Open Meetings Act."*

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**L. NEW BUSINESS- Consideration and Discussion of:**

1. Consideration of: RESOLUTION FOR THE PURPOSE OF ESTABLISHING THE  
MILL POND PARK-CONCEPT PLANNING COMMITTEE  
Page# 31-32
2. Consideration of: Recommendation from Planning Commission to adopt the Final  
Site Plan for the Dexter Wellness Center  
Page# 33-46
3. Consideration of: Recommendation from Planning Commission to support the  
request from Katie's Restaurant to extend their Final Site Plan until  
October 8, 2008  
Page# 47-50
4. Consideration of: Recommendation to authorized the Village President to sign the  
Removal of the Dam "Mutual Release Agreement" on behalf of the  
Village of Dexter  
Page# 51-58

**M. COUNCIL COMMENTS**

**N. NON-ARRANGED PARTICIPATION**

*Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.*

**O. ADJOURNMENT:**

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**[www.villageofdexter.org](http://www.villageofdexter.org)**



**DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, SEPTEMBER 24, 2007**

**AGENDA** 10-8-07  
**ITEM** C-1

**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order at 7:30 by President Seta in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

**B. ROLL CALL:**

D. Fisher    P. Cousins   S.Keough  
J. Semifero   J. Carson   R. Tell (arrived at 7:31)  
J. Seta        J. Semifero

**C. APPROVAL OF THE MINUTES**

Minutes of the Regular Council meeting of September 10, 2007.

Motion Keough, support Cousins to approve the minutes of September 10, 2007 with the following corrections:

1. Motion by Tell, support Semifero – Item L1
2. Reword Motion in L2 – Eliminate “same logic as the final site plan”

Ayes: Carson, Keough, Fisher, Cousins, Semifero, Tell, Seta

Nays: none

Motion carries

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

Motion Cousins, support Fisher to approve the agenda as presented:

Ayes: Cousins, Semifero, Keough, Fisher, Tell, Carson, Seta

Nays: none

Motion carries

**F. PUBLIC HEARINGS**

Public Hearing to discuss the Development Plan and Tax Increment Financing Plan of the Dexter Downtown Development Authority

Public Hearing was open at 7:33 p.m.

Mr. Dan O'Haver spoke on behalf of the D.D.A.

Mr. John Iacoangeli of Beckett & Raeder gave an overview of the two plans.

Trustee Tell asked for a clarification on the Baker Street improvements and inquired as to whether money was budgeted for maintenance.

Resident Kandie Waggoner (7830 Ann Arbor St) stated that she saw an increase in taxes due to living in a D.D.A. district – extra fee was actually a special assessment unrelated to the D.D.A.

Public Hearing was closed at 7:44 p.m.

Consideration of: Ordinance No. 27-2007 approving the Development Plan and Tax Increment Financing Plan for the Dexter Downtown Development Authority.

Motion Carson, support Keough to approve Ordinance No. 27-2007 approving the Development Plan and Tax Increment Financing Plan for the Dexter Downtown Development Authority.

Ayes: Fisher, Tell, Semifero, Keough, Carson, Cousins, Seta

Nays: none

Motion carries

#### **G. NON-ARRANGED PARTICIPATION:**

Mary Fialkowski of 8055 Forest - not in favor of Sloan-Kingsley development or 425 agreement , is continuing collection of petition signatures against 425, would like more information to be provided to the citizens who do not read newspaper, read letter from Charles VanHeck

Scott Bell of 3232 Glacier Ct – explained the intention of the Mill Pond Park Planning Committee

Beth Chamberlain of 1701 Baker Rd.- not in favor of 425 Agreement, believes citizens are angry about not being informed of the potential project

#### **H. COMMUNICATIONS:**

1. WCRC Road Closures Media Advisory 9-18-07
2. Washtenaw County Dept. of Planning & Environment 9-19-07

#### **I. REPORTS**

1. Washtenaw County Sheriff Department – August – Written Report Only
2. Board and Commission reports - None
3. Subcommittee Reports - None
4. Village Manager Report  
Mrs. Dettling submits her report as per packet.
5. President's Report  
Read invitation from the Michigan Army National Guard to Soldier Appreciation Day on October 20 from 1 p.m. to 6 p.m at the Ypsilanti National Guard Armory  
D.D.A. will contribute up to \$100,000 towards the viaduct (Phase II) project

#### **J. CONSENT AGENDA**

1. Consideration of: Bills & Payroll in the amount of: **\$656,262.80**

2. Consideration of: Request from Dexter Area Chamber of Commerce to use Monument Park for the October 6, 2007 Apple Daze Celebration, which includes the closure of Central Street.

Motion Fisher, support Keough to approve the consent agenda.

Ayes: Keough, Carson, Tell, Semifero, Cousins, Fisher, Seta

Nays: None

Motion carries

#### **K. OLD BUSINESS-Consideration and Discussion of:**

1. Discussion of: Main Street Bridge Project – Phase 2 Funding Update  
Scio Township's decision on funding  
WCRC Meeting of 9-18-07  
WATS Policy Committee Meeting of 9-19-07  
OHM Design Option Memo dated 9-11-07

President Seta gave an update on the funding that is available for this project, which has now reached the target amount, due to the actions of WATS and Scio Township.

Trustee Carson explained the next three steps to this process:

1. WATS must make policy change official – will be on agenda November 19
2. Agreement must be made between Scio Township, Washtenaw County Road Commission and the Village
3. Road Commission must calculate the final project cost so WATS can be informed of the actual amount of financial shortfall they will be responsible for.

Trustee Tell inquired as to the approaching State of Michigan deadline for use of the road funds.

Representative Burns is working with the State to get the verbal extension put in writing.

Trustee Cousins explained that this project is not just about the road; it also creates a bike/walking path to West Ridge and Gordon Hall.

2. Consideration of: Recommendation from Planning Commission to adopt the Final Site Plan for UMRC-Cedars of Dexter Project.  
**Action Postponed from the September 10, 2007 meeting.**

Moved by Semifero and Supported by Fisher, based upon the information received from the applicant, the recommendation of the Planning Commission, and in conformance with Section 21.04(E)3 of the Village of Dexter Zoning Ordinance, the Village Council finds the UMRC Cedars of Dexter Final Site Plan dated 7-5-07 and a revised landscaping plan dated 7-24-07 meets the requirements for final site plan approval.

In making this determination, the following additional conditions shall apply:

1. Should trees be removed during construction of the sidewalk along Island Lake Road the applicant shall replace the trees per the Village tree replacement standards or as otherwise noted in the development agreement.
2. Execution of the Development Agreement by both the Village and the applicant.
3. Signage for the development must be reviewed and approved pursuant to the Village's current sign ordinance, Article 7, of the Village of Dexter Zoning Ordinance.
4. Water Utilities review dated 6-4-07.
5. Engineering consultant's review dated 7-17-07.
6. Developer restores West Ridge Right-of-Ways to current condition.

Ayes: Semifero, Cousins, Carson, Tell, Fisher, Keough, Seta

Nays: None

Motion carries

3. Consideration of: UMRC Development Agreement  
No Action Taken

**L. NEW BUSINESS-Consideration of and Discussion of:**

1. Consideration of: Recommendation to renew the lease agreement for village property located at 8050 Main Street DBA Cookie Momster

Motion Fisher, support Cousins to renew the lease agreement for village property located at 8050 Main Street DBA Cookie Momster.

Ayes: Tell, Fisher, Cousins, Carson, Keough, Semifero, Seta

Nays: None

Motion carries

2. Consideration of: Recommendation to release final payment to AR Brouwer in the amount of \$27,526.00 for the DPW Facility

Motion Tell, support Carson to release final payment to AR Brouwer in the amount of \$27,526.00 for the DPW Facility upon completion of all punch list items.

Ayes: Carson, Keough, Fisher, Cousins, Semifero, Tell, Seta

Nays: None

Motion carries

3. Discussion of: Proposed changes to Section 5.07 Off-Street Loading and Unloading

This item will be set for a Public Hearing at the next Planning Commission meeting (October 1, 2007)

4. Consideration of: Mill Pond Park- Concept Planning Committee

Motion Fisher, support Semifero that the Village Manager put together a resolution forming the Mill Pond Park -- Concept Planning Committee that establishes its scope and focus and that Trustee Semifero be appointed as the Council Representative to the Committee.



Ayes: Cousins, Semifero, Keough, Fisher, Tell, Carson, Seta

Nays: none

Motion carries

#### **M. COUNCIL COMMENTS**

|                    |   |
|--------------------|---|
| Keough<br>Cousins  | request to correct minutes to read Carly (not Megan) Keough new Coney Island is open, presented the new Rotary flag featuring Gordon Hall, invited all to SUDS on the River – a Huron River Watershed Council Fundraiser on October 4   |
| Fisher<br>Semifero | questioned problem of beer cans being left along Baker Road responded to letter from Chris Justice regarding 425 Agreement; is not happy with decisions being made about this issue based on inaccuracies, corrected information that has been stated in public regarding the development's effect on schools, water rates, and roads, gave an explanation of various Village projects over the years that have been completed without raising the overall millage because of the development that has occurred |
| Carson             | SEMCOG holding a regional development forecast review on September 27 at 7 p.m. at the Washtenaw County Intermediate School District, CAPT & DART meeting will be held October 15 at 7:00 p.m. in a location TBD.   |
| Tell               | No  |

#### **N. NON-ARRANGED PARTICIPATION**

Mary Fialkowski of 8055 Forest – New angle parking on Forest increasing traffic, wants a forum for more information on the 425 Agreement

#### **O. ADJOURNMENT**

Motion Fisher support Semifero to adjourn at 9:24 p.m.

Unanimous voice vote

Respectfully submitted,

Courtney L. Nicholls  
Assistant Village Manager, Village of Dexter

Approved for Filing:\_\_\_\_\_



**WASHTENAW COUNTY ROAD COMMISSION**555 N. Zeeb Road  
Ann Arbor, Michigan 48103**AGENDA** 10-8-07**ITEM** H-1

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**MEDIA ADVISORY**

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**WHO:** To media representatives, the motoring public and all interested parties

**WHAT:** Intermittent Lane Closure

**WHEN:** From Monday, October 10, 2007, through Friday, October 19, 2007

**WHERE:** Mast Road, from North Territorial Road to Gregory Road; and North Territorial Road from Mast Road to Chamberlin Road, in Webster Township

**WHY:** Construction of center-left turn lane for two commercial driveways

**BACKGROUND:** Beginning at approximately 9:00 a.m. on Monday, October 10, 2007, the Washtenaw County Road Commission will impose **INTERMITTENT LANE CLOSURES** on Mast Road, from North Territorial Road to Gregory Road; and North Territorial Road from Mast Road to Chamberlin Road, in Webster Township, to widen this section for a center-left turn lane on Mast Road, and construct a commercial driveway on North Territorial Road.

This section of Mast Road and North Territorial Road will remain **OPEN TO ALL TRAFFIC**; however, motorists should be aware that **DELAYS** are possible through the area.

It is anticipated that this project will be completed on Friday, October 19, 2007. Please be advised that due to weather conditions, all dates are tentative and subject to change.

To maintain the safety of road crews, please reduce speeds and drive cautiously through work zones. The Road Commission thanks you in advance for your patience as these necessary improvements to the county road system are completed.

**CONTACT:** If you have any questions concerning this project, please contact Nell Caviness, Project Engineer, at (734) 827-9528, or via email at [cavinessn@wcroads.org](mailto:cavinessn@wcroads.org).

If you require assistance with media information, please contact Val Cooper, Public Information Officer, at (734) 327-6675 or via email at: [cooperv@wcroads.org](mailto:cooperv@wcroads.org).

**ISSUE DATE:** September 27, 2007



AGENDA 10-8-07

ITEM H-2

JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

ROBERT J. KLEINE  
STATE TREASURER

September 19, 2007

Ms. Donna Dettling, Village Manager  
Village of Dexter  
8140 Main Street  
Dexter, MI 48130

Regarding Project Number: 900801

Dear Ms. Dettling:

The purpose of this letter is to notify you that a disbursement from your S2 (SRF/SWQIF) Grant in the total amount of \$74,427.25 (based on the Disbursement Request dated August 17, 2007) has been processed and is scheduled to be received by TCF Bank on **September 20, 2007**. Per your request, we have included special instructions of: *None*. Should the anticipated receipt date change you will be notified.

If you have any questions, please contact our office at 517-335-0994.

Sincerely,

Lois Sauers  
Accounting Manager

AGENDA 10-8-07

ITEM H-3

Dear Mayor, my name is SFC Christopher M. Ploucha and I would like to invite you and the rest of your Council to our "SOLDIER APPRECIATION DAY" on October 20th from 1:00pm to 6:00pm at the Ypsilanti National Guard Armory located at 7400 S. Huron River Drive, Ypsilanti, MI 48197. You will have the opportunity to meet soldiers from your community who have enlisted in the Michigan Army National Guard. We are expecting coverage from several different newspapers, radio stations and have sent press releases to FOX 2, WDIV Channel 4 and WXYZ Channel 7. We will have a number of great activities going on such as.....

- STATIC HELICOPTER DISPLAYS
- FACE PAINTING FOR CHILDREN
- STATIC EQUIPMENT DISPLAYS
- VEHICLE DISPLAYS
- 3 OBSTACLE COURSES AND A ROCK WALL
- FREE FOOD AND GIFTS

Please come and help us recognize these young men and women for their commitment and dedication to the service of this great nation. If you have any questions about this event please feel free to contact me at 734-483-7446 or christopher.ploucha@us.army.mil.

*Christopher M. Ploucha*  
CHRISTOPHER M. PLOUCHA  
SFC, MIARNG  
Readiness NCO

9-24-07

1-800-GO-GUARD



www.1-800-GO-GUARD.com



## **Instructions for the SEMCOG 2035 Forecast Local Review and Development Expectations**

SEMCOG requests your feedback and input on the first phase of its community forecast. Two forecast summary sheets are included in your packet. One is for the county, the other for your community. These show population and employment data for the years 2000 or 2002 and 2005 (the "base year" for the forecast). The summaries also show short-term forecast numbers to 2010.

Additionally, "expected" larger development projects and/or employment changes to 2010 are provided. These are developments and employment changes SEMCOG is aware of through our regular data collection processes. These "expected events/changes" are incorporated into the community 2010 forecast numbers shown.

### **What are we asking you to do?**

Please tell us whether our 2005-2010 forecasted change numbers seem reasonable given your local knowledge. If you believe that they should be changed, please indicate why and provide development/employment specifics.

You will find attached a sheet titled "*Development and/or Redevelopment Expectations: 2005-2010*". Please review the numbers and indicate in the box given whether or not the forecasted 2005-2010 change is acceptable. If not, there are two additional sheets provided one for employment, one for housing developments, on which you can provide the reasons why the expected change should be different. These sheets include examples of information requested.

**SEMCOG requests your feedback within two weeks of your attendance at the fall meeting or receipt of this packet.**

Questions? Please contact Janet Mocadlo at 313-324-3434 or [mocadlo@semcog.org](mailto:mocadlo@semcog.org). Thank you for your valuable feedback and assistance in improving SEMCOG's 2035 Forecast.

# SEMCOG 2035 Forecast

## Development and/or Redevelopment Expectations: 2005-2010

4030

For: *Dexter*

### Households\*

| Number of Households |           |               |
|----------------------|-----------|---------------|
| Census 2000          | Base 2005 | Forecast 2010 |
| 1,013                | 1,506     | 1,629         |

| Change    |           |
|-----------|-----------|
| 2000-2005 | 2005-2010 |
| 493       | 123       |

| Forecast 2005-2010 Change<br>OK? |
|----------------------------------|
|                                  |

| IF NOT Expected Change |
|------------------------|
|                        |

\*The Census definition of a household is an occupied housing unit.

Please list reason(s) and specifics for different expected change on attached sheet (i.e. new subdivision going up, apartment complex demolished).

### Employment

| Employment |           |               |
|------------|-----------|---------------|
| 2002       | Base 2005 | Forecast 2010 |
| 2,940      | 3,058     | 2,847         |

If any Employment boxes above contain a -1, the numbers were blocked for confidentiality reasons.

| Change    |           |
|-----------|-----------|
| 2002-2005 | 2005-2010 |
| 118       | -211      |

If change boxes are blank, change could not be calculated for confidentiality reasons.

| Forecast 2005-2010 Change<br>OK? |
|----------------------------------|
|                                  |

| IF NOT Expected Change |
|------------------------|
|                        |

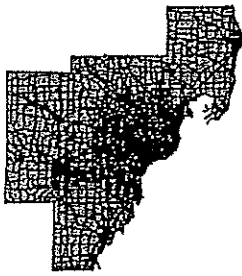
Please list reason(s) and specifics for different expected change on attached sheet (i.e. new mall opened, plant closing).

Completed by: \_\_\_\_\_

Please return to SEMCOG via enclosed envelope or fax to 313-324-3449.

Questions? Please contact Janet Mocallo at 313-324-3434 or mocallo@semcog.org





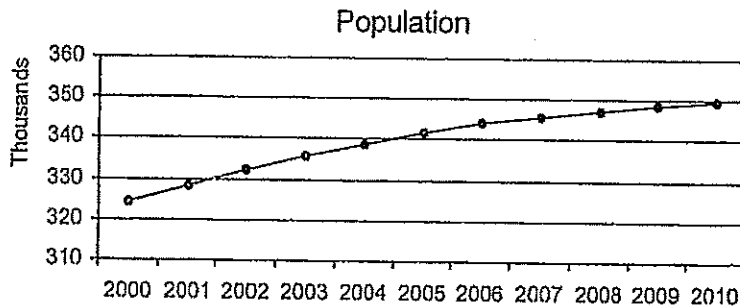
# SEMCOG Information

## Washtenaw County

### 2000-2005 Development and 2010 Forecast Summary

#### Population and Households

|                | 2000    | 2005    | 2010    | 2000-05 | 2005-10 |
|----------------|---------|---------|---------|---------|---------|
|                | Number  |         |         | Change  |         |
| Population     | 324,251 | 341,847 | 349,658 | 17,596  | 7,811   |
| Households     | 125,327 | 137,946 | 144,716 | 12,618  | 6,771   |
| Household Size | 2.41    | 2.32    | 2.27    | -0.09   | -0.05   |



#### Employment

|   | 2001           | 2005           | 2010           | 2001-05     | 2005-10       |
|---|----------------|----------------|----------------|-------------|---------------|
|   | Employees      |                |                | Change      |               |
| <b>Largest Sectors</b>                          |                |                |                |             |               |
| State Government                                | 50,519         | 50,391         | 53,539         | -128        | 3,148         |
| Health Care and Social Assistance               | 22,752         | 24,994         | 31,123         | 2,242       | 6,129         |
| Professional, Scientific and Technical Services | 23,425         | 22,217         | 23,055         | -1,208      | 838           |
| Manufacturing                                   | 27,070         | 22,086         | 17,919         | -4,984      | -4,167        |
| All Others                                      | 119,407        | 123,014        | 128,868        | 3,607       | 5,854         |
| <b>Total Employment</b>                         | <b>243,173</b> | <b>242,702</b> | <b>254,504</b> | <b>-471</b> | <b>11,802</b> |

## Dexter

### 2000-2005 Development and 2010 Forecast Summary

#### Population, Housing, and Households

|                | 2000   | 2005  | 2010  | 2000-05 | 2005-10 |
|----------------|--------|-------|-------|---------|---------|
|                | Number |       |       | Change  |         |
| Population     | 2,338  | 3,586 | 3,921 | 1,248   | 336     |
| Households     | 1,013  | 1,506 | 1,629 | 493     | 123     |
| Household Size | 2.31   | 2.38  | 2.41  | 0.07    | 0.03    |

#### Employment

|                   | 2002   | 2005  | 2010  | 2002-05 | 2005-10 |
|-------------------|--------|-------|-------|---------|---------|
|                   | Number |       |       | Change  |         |
| Total Employment* | 2,940  | 3,058 | 2,847 | 118     | -211    |

\* If any Employment fields above contain a -1, the numbers were blocked for confidentiality reasons

#### Known Nonresidential Development Projects

| Facility Type | Development Type | Floorspace (sq ft) | Facility Name |
|---------------|------------------|--------------------|---------------|
|---------------|------------------|--------------------|---------------|

##### Built 2005

|                             |     |        |                                    |
|-----------------------------|-----|--------|------------------------------------|
| Retail/Commercial           | New | 20,000 | Monument Park Bldg                 |
| Industrial/Research/Hi-Tech | New | 16,680 | 39 Bishop Cir Industrial Bldg      |
| Retail/Commercial           | New | 16,000 | Dexter Commerce Center - Phase III |
| Retail/Commercial           | New | 1,625  | Carpenter Lumber                   |

##### Proposed

|                             |               |        |                                    |
|-----------------------------|---------------|--------|------------------------------------|
| Mixed-Use                   | Redevelopment | 40,000 | Wallace Mixed-Use (Redevelopment)  |
| Institutional               | New           | 30,000 | Village of Dexter Library          |
| Office                      | New           | 26,710 | Boulder Park Phase 2A & 2B         |
| Industrial/Research/Hi-Tech | New           | 17,640 | Bishop Business Condos Lot 39      |
| Retail/Commercial           | Redevelopment | 7,800  | Katie's Restaurant (Redevelopment) |

##### Under Construction

|                   |     |        |              |
|-------------------|-----|--------|--------------|
| Retail/Commercial | New | 65,180 | Dexter Plaza |
|-------------------|-----|--------|--------------|

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

Phone (734)426-8303 ext 11 Fax (734)426-5614

**MEMO**

**To: President Seta and Council Members**

**From: Donna Dettling, Village Manager**

**Date: October 8, 2007**

**Re: Village Manager Report**

**1. Meeting Review:**

- September 19<sup>th</sup> – Chamber Breakfast
- September 25<sup>th</sup> – Met with Jim Valenta, CMAQ Account
- September 26<sup>th</sup> – Staff Meeting
- September 26<sup>th</sup> – Ed Lobdell various site visits
- September 26<sup>th</sup> – Team Meeting re: Schulz Negotiation
- September 27<sup>th</sup> – DQ/Pharmacy Lot Project Walk Through
- September 27<sup>th</sup> – Ford Motor Company Attorney's re: Mill Creek Dam 3-Party Agreement
- September 28<sup>th</sup> – OHM Project Updates
- September 28<sup>th</sup> – Doug Lewan – PC and Project Updates
- October 1<sup>st</sup> – Planning Commission Meeting
- October 2<sup>nd</sup> – Mike Donahue of URS re: Update DEQ Dam/Bridge Permit
- October 3<sup>rd</sup> – WC Board of Commissioners meeting re: Environmental Excellence Award presentation
- October 4<sup>th</sup> – Meeting with MDEQ in Jackson re: Water System Updates

2. DPW Area Along Fence. This area is the property of the Railroad. We can seed this area, but it does not belong to the village. The village has specific easements with the Railroad for ingress and egress as well as an easement for Water Main and the NE Sanitary Sewer Main. We can use the two-track for access to the detention basin if we need it, but we do have access to the basin inside the gate. The Village is not permitted to plant trees or shrubs to obstruct access to the railroad's property, but we could put plantings along the village property line outside the fenced area. Ed is monitoring this area for illegal dumping or use by anyone other than Railroad employees.

3. Consent Agreement. The Consent Agreement to continue the exploration phase for the 5<sup>th</sup> Well is being reviewed by the School's Attorney to make sure their concerns have been adequately satisfied. The Agreement will be on our agenda and the School's agenda on October 22, 2007.

4. Film Crew at Monument Park. Ray Tell asked about the film crew in Monument Park at the last meeting. The film crew did call for permission to film in and throughout the village, but they did not request use of the Gazebo. The village does not have a special permit for this and we did not give special consideration or village services (DPW or Police Services) for their filming.

5. PSU Update. Reminder, tentatively planned is a joint session for Dexter and Webster Township and the Village to get together for a presentation and discussion of a potential interlocal agreement and an over-time deployment plan. **This meeting is scheduled for**

**Monday, October 29<sup>th</sup> from 7:00 to 9:00 p.m. at Webster Township Hall.** Please mark your calendars for this joint meeting.

6. CMAQ. The installation is 90% complete; one controller cabinet still needs to be installed at the Main/Broad intersection. Jim Valenta will provide a timing program for the signals, which will be monitored and tweaked until satisfactory traffic movements are achieved. Peak hour traffic will still experience back-ups, however the goal is to reduce the length of the back ups and the time spent waiting to get through Dexter.
7. MMRMA Insurance Carrier. The Village received a hand delivered check from IBEX the Agent for MMRMA last Friday. The check was a distribution of excess net assets in the amount of \$5,089.00. The Village received a similar distribution last year. This reduced our annual coverage premium 7.6% for the period July 1, 2007 through June 30, 2008.

# RISK

## Michigan Municipal MANAGEMENT AUTHORITY

### BOARD OF DIRECTORS

September 4, 2007

JAMES KOHMESCHER  
*Chairman*  
City of Wyoming

JAMES SCHARRET  
*Vice Chairman*  
City of Southfield

MICHAEL WELSCH  
*Secretary*  
Iosco County

MICHAEL BOSANAC  
Monroe County

RICHARD BURKE  
City of Ishpeming

MICHAEL DORNAN  
City of Wixom

CINDY KING  
Charter Township  
of Van Buren

LEONARD PETERS  
Eaton County

ROBERT SEETERLIN  
Charter Township  
of Waterford

THOMAS YACK  
Charter Township  
of Canton

MICHAEL L. RHYNER  
*Executive Director*

Ms. Donna Dettling  
Village of Dexter  
8123 Main Street  
Dexter, MI 48130

Dear Ms. Dettling:

Thank you for recent renewal with the Michigan Municipal Risk Management Authority. On behalf of the MMRMA Board of Directors, I am most pleased to provide the Village of Dexter with the enclosed check for \$5,089. This represents your share of the distribution of excess net assets to Members, which was declared by the Board for 2007.

This distribution is based on the most recent analysis of net asset sufficiency and is not a guarantee of future distributions. Each year, the Board will determine whether to declare additional distributions. This year, the total distribution to eligible Members is \$7.5 million. MMRMA's ability to declare this distribution is a direct reflection of consistently strong performance results. Factors contributing to these results include better than expected loss trends in recent years; Member responsiveness to risk control recommendations; good management practices by Members resulting in fewer losses; and outstanding investment income.

However, the essential factor allowing MMRMA to distribute excess net assets is the long-term commitment of its Members. A large percentage of MMRMA Members enjoy over 15 years of continuous membership, and several have over 20 continuous years with the organization. The method used to calculate the distribution of excess net assets recognizes and rewards those municipalities with sustained longevity. The ultimate recognition goes to you – the MMRMA Member. Without your ongoing participation, such distributions would not be possible. The Board and I sincerely thank you for your loyalty and support of this fine organization.

Warmest regards,

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY



Michael L. Rhyner  
Executive Director

**RISK**

Michigan Municipal  
MANAGEMENT  
AUTHORITY  
14001 MERRIMAN • LIVONIA, MI 48154



9-9  
720

077897

DATE 08/28/07 CHECK NO 00077897 CHECK AMOUNT \*\*\*\*\*5089.00

PAY \*\*\*\*\* FIVE-THOUSAND-EIGHTY-NINE-AND-00/100 \*\*\*\*\*

TO  
THE  
ORDER  
OF

VILLAGE OF DEXTER ATTN: DONNA DETTLING  
8123 MAIN STREET  
DEXTER MI 48130 USA

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

⑈077897⑈ ⑈072000096⑈ ⑈840051724⑈

**RISK**

Michigan Municipal  
MANAGEMENT  
AUTHORITY

077897

VENDOR NO.

20215

VENDOR NAME

VILLAGE OF DEXTER

DESCRIPTION

DISTRIBUTION OF EXCESS  
NET ASSETS AS OF 6/30/2006 \$ 5,089.00

| CHECK DATE | CHECK NO   | TOTAL GROSS | TOTAL DEDUCTION | CHECK AMOUNT |
|------------|------------|-------------|-----------------|--------------|
| 08/28/07   | 0000077897 | 5089.00     | 0.00            | 5089.00      |



## VENDOR APPROVAL SUMMARY REPORT

Date: 10/03/2007

Time: 3:59pm

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Village of Dexter

| Vendor Name                    | Vendor Number | Description                   | Check Amount | Hand Check Amount |
|--------------------------------|---------------|-------------------------------|--------------|-------------------|
| ABSOLUTE INTERNET SERVICES     | ABSOLUTE      | MOUSE & KEYBOARD              | 343.88       | 0.00              |
| ALEXANDER CHEMICAL CORPORATION | ALEXANDER     | CREDIT                        | 663.00       | 0.00              |
| ANN ARBOR TECHNICAL SERVICES   | A2 TECHNIC    | LAB SERVICES                  | 100.00       | 0.00              |
| ARBOR SPRINGS WATER CO.INC     | ARBOR SPRI    | VILLAGE OFFICE                | 11.50        | 0.00              |
| AT&T                           | AT&T          | 734 426 8303 494 6            | 1,897.71     | 0.00              |
| AVAYA, INC.                    | AVAYA, INC    | WWTP                          | 107.25       | 0.00              |
| BANDIT INDUSTRIES, INC.        | BANDIT        | PARTS                         | 60.96        | 0.00              |
| BENEDICT'S SERVICE INC.        | BENED         | SM TRUCK SERVICE              | 3,425.00     | 0.00              |
| BOULLION SALES                 | BOULLION      | FILTER                        | 30.27        | 0.00              |
| BRIDGEWATER TIRE COMPANY, INC. | BRIDGE TIR    | SWEEPER                       | 309.52       | 0.00              |
| CADILLAC ASPHALT, LLC          | CAD ASPHAL    | COMMERCIAL TOP                | 41.34        | 0.00              |
| CARDINAL GARDENS               | CARDINAL      | GENERAL GROUND WORKS          | 527.50       | 0.00              |
| CARLISLE-WORTMAN ASSOCIATES    | CARL-WORT     | DEXTER FITNESS CENTER         | 510.00       | 0.00              |
| CARRIER & GABLE, INC.          | CARRIER       | BROAD & DEXTER ANN ARBOR      | 2,114.00     | 0.00              |
| CHELSEA LUMBER COMPANY         | CHEL LUMB     | TREATED RED PINE              | 92.72        | 0.00              |
| COMCAST                        | COMCAST       | DPW                           | 190.00       | 0.00              |
| CREATIVE SOLUTIONS             | CREAT SOLU    | ANNUAL MAINTENANCE/LICENSE    | 180.00       | 0.00              |
| DENTAL NETWORK OF AMERICA      | DENTAL NET    | COVERAGE 10/1-10/31/07        | 233.40       | 0.00              |
| DEXTER CARDS & GIFTS SHOP      | DEX CARDS     | CORE BOARD                    | 29.08        | 0.00              |
| DEXTER SENIOR CITIZENS CENTER  | DEX SENIOR    | RENT                          | 200.00       | 0.00              |
| ANDREA DORNEY                  | DORNEY/AND    | PATIENT: JONATHAN JARRAD      | 190.00       | 0.00              |
| DTE ENERGY                     | DET EDISON    | 3219 953 0001 9               | 89.30        | 0.00              |
| DTE ENERGY OUTDOOR LIGHTING    | DTE OUTDOO    | 7700 COTTONWOOD               | 10.80        | 0.00              |
| DYKEMA GOSSETT PLLC            | DYKEMA        | FEES                          | 2,077.55     | 0.00              |
| FIFTH STREET DENTAL CARE       | FIFTH STRE    | PATIENT: SCOTT GOCHIS         | 396.50       | 0.00              |
| GRAINGER                       | GRAING        | PLATFORM, WORK, STEEL         | 708.10       | 0.00              |
| GREAT LAKES ASPHALT            | GREAT LK A    | PARTS                         | 89.90        | 0.00              |
| GRISSOM JANITORIAL             | GRISSOM       | SEPT SERVICE                  | 400.00       | 0.00              |
| HACKNEY HARDWARE               | HACKNEY       | REEL EASY                     | 1,069.70     | 0.00              |
| HERITAGE NEWSPAPERS            | HERITAGE N    | FARMERS MARKET                | 131.70       | 0.00              |
| JOHN'S SANITATION              | JOHNS SAN     | PARKS                         | 375.00       | 0.00              |
| JONES & HENRY ENGINEERS LTD    | JONES & HE    | EQ BASIN                      | 129.04       | 0.00              |
| KENNEDY INDUSTRIES, INC.       | KENNEDY IN    | LABOR, PARTS                  | 218.50       | 0.00              |
| LESSORS WELDING SUPPLY         | LESSORS       | CYLINDER RENTAL               | 12.75        | 0.00              |
| MASTERCRAFT PLUMBING           | MASTERCRAF    | FIRE DEPT                     | 1,088.82     | 0.00              |
| MCI                            | MCI           | LONG DISTANCE SERVICE         | 13.21        | 0.00              |
| MCNAUGHTON-MCKAY               | MCNAUGHTON    | PARTS                         | 599.40       | 0.00              |
| MILLER, CANFIELD, PADDOCK &    | MILLER CAN    | 425 AGREEMENT                 | 375.00       | 0.00              |
| NATIONAL CITY BANK             | NAT CITY P    | LEASE                         | 700.00       | 0.00              |
| NORTH CENTRAL LABORATORIES     | NCL           | PETRI DISHES                  | 113.60       | 0.00              |
| ORCHARD, HILTZ & MCCLIMENT INC | OHM           | 0130-07-0011                  | 32,186.75    | 0.00              |
| QUALITY COPY CENTER            | QUAL COPY     | BUSINESS CARDS                | 121.75       | 0.00              |
| REDSTONE ARCHITECTS INC        | REDSTONE      | DEXTER SPACE LAYOUT           | 1,200.00     | 0.00              |
| ROMINE CONSTRUCTION L.L.C.     | ROMINE        | SO SIDE OF INVERNESS SIDEWALK | 19,501.00    | 0.00              |
| RONALD A. MEYER ELECTRIC, INC. | RON MEYER     | MONUMENT PARK                 | 126.00       | 0.00              |
| S.F. STRONG                    | SF STRONG     | COMBO BUCKET WRINGER          | 227.87       | 0.00              |
| SUN VALLEY EQUIPMENT           | SUN VALLEY    | PLUG                          | 1.00         | 0.00              |
| TECH RESOURCES, INC.           | TECH RESOU    | ON SITE TECH                  | 162.50       | 0.00              |
| UIS PROGRAMMABLE SERVICES INC  | UIS PROGRA    | SERVICE THRU 9/2/07           | 2,172.89     | 0.00              |
| US BANK CORPORATE TRUST        | US            | DEVELOPMENT BONDS             | 79,396.26    | 0.00              |
| WESTERN WASH. AREA VALUE EXP.  | WAVE          | RETRO PAYMENT                 | 1,750.33     | 0.00              |
| Grand Total:                   |               |                               | 156,702.35   | 0.00              |



## INVOICE APPROVAL LIST BY FUND

Date: 10/03/2007  
Time: 4:02pm  
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## Village of Dexter

| Fund                      | GL Number     | Vendor Name                   | Check  | Invoice                   | Due        | Amount   |
|---------------------------|---------------|-------------------------------|--------|---------------------------|------------|----------|
| Department                | Abbrev        | Invoice Description           | Number | Number                    | Date       |          |
| Account                   |               |                               |        |                           |            |          |
| Fund: General Fund        |               |                               |        |                           |            |          |
| Dept: Village Council     |               |                               |        |                           |            |          |
| 101-101.000-802.000       | Profession    | REDSTONE ARCHITECTS INC       | 0      |                           | 10/03/2007 | 1,200.00 |
|                           |               | DEXTER SPACE LAYOUT           |        | 7605                      |            |          |
| 101-101.000-943.000       | Council Ch    | DEXTER SENIOR CITIZENS CENTER | 0      |                           | 10/02/2007 | 150.00   |
|                           |               | RENT                          |        | 10/02/07                  |            |          |
|                           |               |                               |        | Total Village Council     |            | 1,350.00 |
| Dept: Village Manager     |               |                               |        |                           |            |          |
| 101-172.000-721.000       | Health & L    | DENTAL NETWORK OF AMERICA     | 0      |                           | 10/02/2007 | 116.70   |
|                           |               | COVERAGE 10/1-10/31/07        |        | 10/02/07                  |            |          |
| 101-172.000-901.000       | Printing &    | QUALITY COPY CENTER           | 0      |                           | 10/03/2007 | 121.75   |
|                           |               | BUSINESS CARDS                |        | 070245                    |            |          |
| 101-172.000-977.000       | Equipment     | ABSOLUTE INTERNET SERVICES    | 0      |                           | 10/02/2007 | 16.24    |
|                           |               | MOUSE & KEYBOARD              |        | 3969                      |            |          |
| 101-172.000-977.000       | Equipment     | TECH RESOURCES, INC.          | 0      |                           | 10/03/2007 | 162.50   |
|                           |               | ON SITE TECH                  |        | 6160                      |            |          |
|                           |               |                               |        | Total Village Manager     |            | 417.19   |
| Dept: Finance Department  |               |                               |        |                           |            |          |
| 101-201.000-802.000       | Profession    | CREATIVE SOLUTIONS            | 0      |                           | 10/03/2007 | 180.00   |
|                           |               | ANNUAL MAINTENANCE/LICENSE    |        | 10/03/07                  |            |          |
|                           |               |                               |        | Total Finance Department  |            | 180.00   |
| Dept: Attorney            |               |                               |        |                           |            |          |
| 101-210.000-810.000       | Attorney F    | DYKEMA GOSSETT PLLC           | 0      |                           | 10/02/2007 | 2,077.55 |
|                           |               | FEES                          |        | 1179774                   |            |          |
| 101-210.000-810.000       | Attorney F    | MILLER, CANFIELD, PADDOCK &   | 0      |                           | 10/02/2007 | 375.00   |
|                           |               | 425 AGREEMENT                 |        | 914848                    |            |          |
|                           |               |                               |        | Total Attorney            |            | 2,452.55 |
| Dept: Village Treasurer   |               |                               |        |                           |            |          |
| 101-253.000-977.000       | Equipment     | ABSOLUTE INTERNET SERVICES    | 0      |                           | 10/02/2007 | 52.64    |
|                           |               | MOUSE & KEYBOARD              |        | 3969                      |            |          |
|                           |               |                               |        | Total Village Treasurer   |            | 52.64    |
| Dept: Buildings & Grounds |               |                               |        |                           |            |          |
| 101-265.000-727.000       | Office Sup    | DEXTER CARDS & GIFTS SHOP     | 0      |                           | 10/02/2007 | 29.08    |
|                           |               | CORE BOARD                    |        | 1133                      |            |          |
| 101-265.000-727.000       | Office Sup    | HACKNEY HARDWARE              | 0      |                           | 10/03/2007 | 2.46     |
|                           |               | MISC SUPPLIES                 |        | 787080                    |            |          |
| 101-265.000-920.000       | Utilities     | AT&T                          | 0      |                           | 10/02/2007 | 398.83   |
|                           |               | 734 426 8303 494 6            |        |                           |            |          |
| 101-265.000-920.001       | Telephones    | AT&T                          | 0      |                           | 10/02/2007 | 246.07   |
|                           |               | 734 426 8303 494 6            |        | 10/02/07                  |            |          |
| 101-265.000-920.001       | Telephones    | COMCAST                       | 0      |                           | 10/02/2007 | 95.00    |
|                           |               | VILLAGE OFFICE                |        | 10/02/07                  |            |          |
| 101-265.000-935.001       | Office Cle    | GRISSOM JANITORIAL            | 0      |                           | 10/02/2007 | 400.00   |
|                           |               | SEPT SERVICE                  |        | 146                       |            |          |
| 101-265.000-943.001       | Office Spa    | NATIONAL CITY BANK            | 0      |                           | 10/02/2007 | 700.00   |
|                           |               | LEASE                         |        | 10/02/07                  |            |          |
| 101-265.000-955.000       | Miscellaneous | ARBOR SPRINGS WATER CO. INC   | 0      |                           | 10/02/2007 | 11.50    |
|                           |               | VILLAGE OFFICE                |        | 983785                    |            |          |
| 101-265.000-970.000       | Capital Im    | S.F. STRONG                   | 0      |                           | 10/03/2007 | 227.87   |
|                           |               | COMBO BUCKET WRINGER          |        | 142920-00                 |            |          |
| 101-265.000-970.000       | Capital Im    | HACKNEY HARDWARE              | 0      |                           | 10/03/2007 | 89.89    |
|                           |               | PADLOCK, MISC                 |        | 787149                    |            |          |
| 101-265.000-970.000       | Capital Im    | HACKNEY HARDWARE              | 0      |                           | 10/03/2007 | 18.99    |
|                           |               | SURGE UNIT                    |        | 787192                    |            |          |
| 101-265.000-970.000       | Capital Im    | HACKNEY HARDWARE              | 0      |                           | 10/03/2007 | 114.89   |
|                           |               | VAC DRY                       |        | 787254                    |            |          |
| 101-265.000-970.000       | Capital Im    | HACKNEY HARDWARE              | 0      |                           | 10/03/2007 | 93.69    |
|                           |               | COOLER CONES                  |        | 787585                    |            |          |
| 101-265.000-970.000       | Capital Im    | HACKNEY HARDWARE              | 0      |                           | 10/03/2007 | 14.33    |
|                           |               | BOLT EYE                      |        | 787978                    |            |          |
| 101-265.000-970.000       | Capital Im    | HACKNEY HARDWARE              | 0      |                           | 10/03/2007 | 59.98    |
|                           |               | REEL EASY                     |        | 787991                    |            |          |
|                           |               |                               |        | Total Buildings & Grounds |            | 2,502.58 |
| Dept: Fire Department     |               |                               |        |                           |            |          |
| 101-336.000-721.000       | Health & L    | FIFTH STREET DENTAL CARE      | 0      |                           | 10/02/2007 | 375.50   |
|                           |               | PATIENT: SCOTT GOCHIS         |        |                           |            |          |

## INVOICE APPROVAL LIST BY FUND

Date: 10/03/2007

Time: 4:02pm

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Village of Dexter

| Fund                             | Department | GL Number | Vendor Name                    | Check  | Invoice                          | Due        | Amount    |
|----------------------------------|------------|-----------|--------------------------------|--------|----------------------------------|------------|-----------|
| Account                          |            | Abbrev    | Invoice Description            | Number | Number                           | Date       |           |
| Fund: General Fund               |            |           |                                |        |                                  |            |           |
| Dept: Fire Department            |            |           |                                |        |                                  |            |           |
| 101-336.000-935.000              | Bldg Maint |           | MASTERCRAFT PLUMBING           | 0      |                                  | 10/02/2007 | 1,088.82  |
|                                  |            |           | FIRE DEPT                      |        | 9965                             |            |           |
|                                  |            |           |                                |        | Total Fire Department            |            | 1,464.32  |
| Dept: Department of Public Works |            |           |                                |        |                                  |            |           |
| 101-441.000-721.000              | Health & L |           | DENTAL NETWORK OF AMERICA      | 0      |                                  | 10/02/2007 | 116.70    |
|                                  |            |           | COVERAGE 10/1-10/31/07         |        | 10/02/07                         |            |           |
| 101-441.000-721.000              | Health & L |           | FIFTH STREET DENTAL CARE       | 0      |                                  | 10/02/2007 | 21.00     |
|                                  |            |           | PATIENT:TRENT VIEBANN          |        | 10/02/07                         |            |           |
| 101-441.000-740.000              | Operating  |           | CHELSEA LUMBER COMPANY         | 0      |                                  | 10/02/2007 | 92.72     |
|                                  |            |           | TREATED RED PINE               |        | 908823                           |            |           |
| 101-441.000-740.000              | Operating  |           | GRAINGER                       | 0      |                                  | 10/02/2007 | 542.50    |
|                                  |            |           | PLATFORM, WORK, STEEL          |        | 9461506579                       |            |           |
| 101-441.000-740.000              | Operating  |           | LESSORS WELDING SUPPLY         | 0      |                                  | 10/02/2007 | 12.75     |
|                                  |            |           | CYLINDER RENTAL                |        | 161117                           |            |           |
| 101-441.000-740.000              | Operating  |           | SUN VALLEY EQUIPMENT           | 0      |                                  | 10/03/2007 | 1.00      |
|                                  |            |           | PLUG                           |        | 15488                            |            |           |
| 101-441.000-740.000              | Operating  |           | HACKNEY HARDWARE               | 0      |                                  | 10/03/2007 | 17.94     |
|                                  |            |           | SLIP HOOK                      |        | 787119                           |            |           |
| 101-441.000-740.000              | Operating  |           | HACKNEY HARDWARE               | 0      |                                  | 10/03/2007 | 10.78     |
|                                  |            |           | BATTERIES                      |        | 787416                           |            |           |
| 101-441.000-740.000              | Operating  |           | HACKNEY HARDWARE               | 0      |                                  | 10/03/2007 | 54.54     |
|                                  |            |           | BIT SET                        |        | 787433                           |            |           |
| 101-441.000-740.000              | Operating  |           | HACKNEY HARDWARE               | 0      |                                  | 10/03/2007 | 1.18      |
|                                  |            |           | FASTENERS                      |        | 787469                           |            |           |
| 101-441.000-740.000              | Operating  |           | HACKNEY HARDWARE               | 0      |                                  | 10/03/2007 | 5.09      |
|                                  |            |           | FASTENERS                      |        | 787479                           |            |           |
| 101-441.000-740.000              | Operating  |           | HACKNEY HARDWARE               | 0      |                                  | 10/03/2007 | 29.99     |
|                                  |            |           | BULBS                          |        | 787574                           |            |           |
| 101-441.000-740.000              | Operating  |           | HACKNEY HARDWARE               | 0      |                                  | 10/03/2007 | 27.97     |
|                                  |            |           | CLEANERS                       |        | 787612                           |            |           |
| 101-441.000-740.000              | Operating  |           | HACKNEY HARDWARE               | 0      |                                  | 10/03/2007 | 1.38      |
|                                  |            |           | TAPE                           |        | 787747                           |            |           |
| 101-441.000-740.000              | Operating  |           | HACKNEY HARDWARE               | 0      |                                  | 10/03/2007 | 33.98     |
|                                  |            |           | NOZZLE PISTOL                  |        | 787821                           |            |           |
| 101-441.000-740.000              | Operating  |           | HACKNEY HARDWARE               | 0      |                                  | 10/03/2007 | 3.47      |
|                                  |            |           | HOSE CLAMP                     |        | 787846                           |            |           |
| 101-441.000-740.000              | Operating  |           | HACKNEY HARDWARE               | 0      |                                  | 10/03/2007 | 28.98     |
|                                  |            |           | KEYBLANK                       |        | 787912                           |            |           |
| 101-441.000-802.000              | Profession |           | ABSOLUTE INTERNET SERVICES     | 0      |                                  | 10/02/2007 | 275.00    |
|                                  |            |           | MONITOR FOR DPW                |        | 3967                             |            |           |
| 101-441.000-920.000              | Utilities  |           | COMCAST                        | 0      |                                  | 10/02/2007 | 95.00     |
|                                  |            |           | DPW                            |        |                                  |            |           |
| 101-441.000-920.001              | Telephones |           | AT&T                           | 0      |                                  | 10/02/2007 | 56.43     |
|                                  |            |           | 734 426 8530 416 4             |        |                                  |            |           |
| 101-441.000-937.000              | Equip Main |           | BOULLION SALES                 | 0      |                                  | 10/02/2007 | 30.27     |
|                                  |            |           | FILTER                         |        | 155495                           |            |           |
| 101-441.000-937.000              | Equip Main |           | BANDIT INDUSTRIES, INC.        | 0      |                                  | 10/02/2007 | 60.96     |
|                                  |            |           | PARTS                          |        | 371817                           |            |           |
| 101-441.000-937.000              | Equip Main |           | GREAT LAKES ASPHALT            | 0      |                                  | 10/02/2007 | 89.90     |
|                                  |            |           | PARTS                          |        | 7246773                          |            |           |
| 101-441.000-970.001              | Cap Sidewa |           | ROMINE CONSTRUCTION L.L.C.     | 0      |                                  | 10/03/2007 | 19,501.00 |
|                                  |            |           | SO SIDE OF INVERNESS SIDEWALK  |        | 10/03/07                         |            |           |
| 101-441.000-977.000              | Equipment  |           | GRAINGER                       | 0      |                                  | 10/02/2007 | 165.60    |
|                                  |            |           | CART SERVICE                   |        | 9457120591                       |            |           |
|                                  |            |           |                                |        | Total Department of Public Works |            | 21,276.13 |
| Dept: Downtown Public Works      |            |           |                                |        |                                  |            |           |
| 101-442.000-740.000              | Operating  |           | HERITAGE NEWSPAPERS            | 0      |                                  | 10/02/2007 | 131.70    |
|                                  |            |           | FARMERS MARKET                 |        | 244604                           |            |           |
| 101-442.000-802.000              | Profession |           | CARDINAL GARDENS               | 0      |                                  | 10/02/2007 | 527.50    |
|                                  |            |           | GENERAL GROUND WORKS           |        | 515                              |            |           |
| 101-442.000-802.000              | Profession |           | DEXTER SENIOR CITIZENS CENTER  | 0      |                                  | 10/02/2007 | 50.00     |
|                                  |            |           | RENT                           |        | 10/02/07                         |            |           |
| 101-442.000-802.000              | Profession |           | RONALD A. MEYER ELECTRIC, INC. | 0      |                                  | 10/03/2007 | 126.00    |
|                                  |            |           | MONUMENT PARK                  |        | 9750                             |            |           |
|                                  |            |           |                                |        | Total Downtown Public Works      |            | 835.20    |

Dept: Engineering

## INVOICE APPROVAL LIST BY FUND

Date: 10/03/2007

Time: 4:02pm

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Village of Dexter

| Fund                               | Department | GL Number | Vendor Name                    | Check  | Invoice                            | Due        | Amount    |
|------------------------------------|------------|-----------|--------------------------------|--------|------------------------------------|------------|-----------|
| Account                            |            | Abbrev    | Invoice Description            | Number | Number                             | Date       |           |
| Fund: General Fund                 |            |           |                                |        |                                    |            |           |
| Dept: Engineering                  |            |           |                                |        |                                    |            |           |
| 101-447.000-830.000                | Engineerin |           | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                                    | 10/03/2007 | 908.00    |
|                                    |            |           | 0130-07-0011                   |        | 118901                             |            |           |
|                                    |            |           |                                |        | Total Engineering                  |            | 908.00    |
| Dept: Parks & Recreation           |            |           |                                |        |                                    |            |           |
| 101-751.000-740.000                | Operating  |           | HACKNEY HARDWARE               | 0      |                                    | 10/03/2007 | 96.95     |
|                                    |            |           | CONNECTORS                     |        | 787987                             |            |           |
| 101-751.000-944.000                | Portable T |           | JOHN'S SANITATION              | 0      |                                    | 10/02/2007 | 375.00    |
|                                    |            |           | PARKS                          |        | 24130                              |            |           |
|                                    |            |           |                                |        | Total Parks & Recreation           |            | 471.95    |
| Dept: Long-Term Debt               |            |           |                                |        |                                    |            |           |
| 101-850.000-990.000                | Debt Servi |           | US BANK CORPORATE TRUST        | 0      |                                    | 10/03/2007 | 35,878.75 |
|                                    |            |           | FACILITY BOND                  |        | 10/03/07                           |            |           |
|                                    |            |           |                                |        | Total Long-Term Debt               |            | 35,878.75 |
| Dept: Contributions                |            |           |                                |        |                                    |            |           |
| 101-875.000-965.001                | CATS       |           | WESERN WASH. AREA VALUE EXP.   | 0      |                                    | 10/03/2007 | 1,000.00  |
|                                    |            |           | MONTHLY PUBLIC TRANSPORTATION  |        | 10/03/07                           |            |           |
| 101-875.000-965.001                | CATS       |           | WESERN WASH. AREA VALUE EXP.   | 0      |                                    | 10/03/2007 | 167.00    |
|                                    |            |           | RETRO PAYMENT                  |        |                                    |            |           |
| 101-875.000-965.004                | WAVE       |           | WESERN WASH. AREA VALUE EXP.   | 0      |                                    | 10/03/2007 | 583.33    |
|                                    |            |           | DOOR TO DOOR                   |        |                                    |            |           |
|                                    |            |           |                                |        | Total Contributions                |            | 1,750.33  |
|                                    |            |           |                                |        | Fund Total                         |            | 69,539.64 |
| Fund: Major Streets Fund           |            |           |                                |        |                                    |            |           |
| Dept: Contracted Road Construction |            |           |                                |        |                                    |            |           |
| 202-451.000-803.000                | Contracted |           | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                                    | 10/03/2007 | 1,153.00  |
|                                    |            |           | 0130-07-0011                   |        | 118901                             |            |           |
| 202-451.000-974.000                | CIP Capita |           | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                                    | 10/03/2007 | 9,537.50  |
|                                    |            |           | 0130-07-0041                   |        | 118902                             |            |           |
| 202-451.000-974.000                | CIP Capita |           | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                                    | 10/03/2007 | 3,375.00  |
|                                    |            |           | 0130-07-0071                   |        | 118904                             |            |           |
| 202-451.000-974.007                | Washtenaw  |           | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                                    | 10/03/2007 | 2,366.25  |
|                                    |            |           | 0130-07-0051                   |        | 118903                             |            |           |
|                                    |            |           |                                |        | Total Contracted Road Construction |            | 16,431.75 |
| Dept: Routine Maintenance          |            |           |                                |        |                                    |            |           |
| 202-463.000-802.000                | Profession |           | BRIDGEWATER TIRE COMPANY, INC. | 0      |                                    | 10/02/2007 | 309.52    |
|                                    |            |           | SWEEPER                        |        | 45544                              |            |           |
|                                    |            |           |                                |        | Total Routine Maintenance          |            | 309.52    |
| Dept: Traffic Services             |            |           |                                |        |                                    |            |           |
| 202-474.000-740.000                | Operating  |           | MCNAUGHTON-MCKAY               | 0      |                                    | 10/02/2007 | 299.70    |
|                                    |            |           | PARTS                          |        | 0391089-00                         |            |           |
| 202-474.000-970.000                | Capital Im |           | CARRIER & GABLE, INC.          | 0      |                                    | 10/02/2007 | 2,114.00  |
|                                    |            |           | BROAD & DEXTER ANN ARBOR       |        | 219416                             |            |           |
|                                    |            |           |                                |        | Total Traffic Services             |            | 2,413.70  |
|                                    |            |           |                                |        | Fund Total                         |            | 19,154.97 |
| Fund: Local Streets Fund           |            |           |                                |        |                                    |            |           |
| Dept: Contracted Road Construction |            |           |                                |        |                                    |            |           |
| 203-451.000-970.000                | Capital Im |           | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                                    | 10/03/2007 | 858.00    |
|                                    |            |           | 0130-07-0011                   |        | 118901                             |            |           |
|                                    |            |           |                                |        | Total Contracted Road Construction |            | 858.00    |
| Dept: Routine Maintenance          |            |           |                                |        |                                    |            |           |
| 203-463.000-740.000                | Operating  |           | CADILLAC ASPHALT, LLC          | 0      |                                    | 10/02/2007 | 41.34     |
|                                    |            |           | COMMERCIAL TOP                 |        | 227511                             |            |           |
|                                    |            |           |                                |        | Total Routine Maintenance          |            | 41.34     |
| Dept: Traffic Services             |            |           |                                |        |                                    |            |           |
| 203-474.000-740.000                | Operating  |           | MCNAUGHTON-MCKAY               | 0      |                                    | 10/02/2007 | 299.70    |
|                                    |            |           | PARTS                          |        | 0391089-00                         |            |           |

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Village of Dexter

| Fund                                | Department | Account | GL Number | Vendor Name                    | Check  | Invoice    | Due        | Amount    |
|-------------------------------------|------------|---------|-----------|--------------------------------|--------|------------|------------|-----------|
|                                     |            |         | Abbrev    | Invoice Description            | Number | Number     | Date       |           |
| Fund: Local Streets Fund            |            |         |           |                                |        |            |            |           |
| Dept: Traffic Services              |            |         |           |                                |        |            |            |           |
| Total Traffic Services              |            |         |           |                                |        |            |            | 299.70    |
| Fund Total                          |            |         |           |                                |        |            |            | 1,199.04  |
| Fund: Streetscape Debt Service Fund |            |         |           |                                |        |            |            |           |
| Dept: Streetscape                   |            |         |           |                                |        |            |            |           |
| 303-570.000-990.003                 | Debt Servi |         |           | US BANK CORPORATE TRUST        | 0      |            | 10/03/2007 | 24,183.75 |
|                                     |            |         |           | 2002 STREETSCAPE               |        |            |            |           |
| 303-570.000-990.003                 | Debt Servi |         |           | US BANK CORPORATE TRUST        | 0      |            | 10/03/2007 | 19,333.76 |
|                                     |            |         |           | DEVELOPMENT BONDS              |        |            |            |           |
| Total Streetscape                   |            |         |           |                                |        |            |            | 43,517.51 |
| Fund Total                          |            |         |           |                                |        |            |            | 43,517.51 |
| Fund: Sewer Enterprise Fund         |            |         |           |                                |        |            |            |           |
| Dept: Sewer Utilities Department    |            |         |           |                                |        |            |            |           |
| 590-548.000-721.000                 | Health & L |         |           | ANDREA DORNEY                  | 0      |            | 10/02/2007 | 190.00    |
|                                     |            |         |           | PATIENT: JONATHAN JARRAD       |        | 10/02/07   |            |           |
| 590-548.000-740.000                 | Operating  |         |           | HACKNEY HARDWARE               | 0      |            | 10/03/2007 | 3.98      |
|                                     |            |         |           | KEY MASTER                     |        | 787292     |            |           |
| 590-548.000-740.000                 | Operating  |         |           | HACKNEY HARDWARE               | 0      |            | 10/03/2007 | 21.98     |
|                                     |            |         |           | TRASH BAGS                     |        | 787340     |            |           |
| 590-548.000-740.000                 | Operating  |         |           | HACKNEY HARDWARE               | 0      |            | 10/03/2007 | 48.96     |
|                                     |            |         |           | BUCKET                         |        | 787370     |            |           |
| 590-548.000-740.000                 | Operating  |         |           | HACKNEY HARDWARE               | 0      |            | 10/03/2007 | 21.52     |
|                                     |            |         |           | BALL VALVE                     |        | 787406     |            |           |
| 590-548.000-740.000                 | Operating  |         |           | HACKNEY HARDWARE               | 0      |            | 10/03/2007 | 4.99      |
|                                     |            |         |           | FIX IT ALL                     |        | 787407     |            |           |
| 590-548.000-740.000                 | Operating  |         |           | HACKNEY HARDWARE               | 0      |            | 10/03/2007 | 11.61     |
|                                     |            |         |           | ELBOW                          |        | 787410     |            |           |
| 590-548.000-740.000                 | Operating  |         |           | HACKNEY HARDWARE               | 0      |            | 10/03/2007 | 0.89      |
|                                     |            |         |           | BLK 3/8                        |        | 787429     |            |           |
| 590-548.000-740.000                 | Operating  |         |           | HACKNEY HARDWARE               | 0      |            | 10/03/2007 | 9.58      |
|                                     |            |         |           | SAKCRETE                       |        | 787498     |            |           |
| 590-548.000-740.000                 | Operating  |         |           | HACKNEY HARDWARE               | 0      |            | 10/03/2007 | 1.49      |
|                                     |            |         |           | BULBS                          |        | 787587     |            |           |
| 590-548.000-740.000                 | Operating  |         |           | HACKNEY HARDWARE               | 0      |            | 10/03/2007 | 10.98     |
|                                     |            |         |           | SAKCRETE                       |        | 787639     |            |           |
| 590-548.000-740.000                 | Operating  |         |           | HACKNEY HARDWARE               | 0      |            | 10/03/2007 | 3.29      |
|                                     |            |         |           | CLAMP                          |        | 787983     |            |           |
| 590-548.000-742.000                 | Chem Plant |         |           | ALEXANDER CHEMICAL CORPORATION | 0      |            | 10/02/2007 | 1,158.00  |
|                                     |            |         |           | CHEMICALS                      |        | 0385769    |            |           |
| 590-548.000-742.000                 | Chem Plant |         |           | ALEXANDER CHEMICAL CORPORATION | 0      |            | 10/02/2007 | -495.00   |
|                                     |            |         |           | CREDIT                         |        | 0385770    |            |           |
| 590-548.000-743.000                 | Chem Lab   |         |           | NORTH CENTRAL LABORATORIES     | 0      |            | 10/02/2007 | 113.60    |
|                                     |            |         |           | PETRI DISHES                   |        | 224674     |            |           |
| 590-548.000-802.000                 | Profession |         |           | BENEDICT'S SERVICE INC.        | 0      |            | 10/02/2007 | 3,425.00  |
|                                     |            |         |           | SM TRUCK SERVICE               |        | 10/02/07   |            |           |
| 590-548.000-802.000                 | Profession |         |           | UIS PROGRAMMABLE SERVICES INC  | 0      |            | 10/03/2007 | 2,172.89  |
|                                     |            |         |           | SERVICE THRU 9/2/07            |        | 530331294  |            |           |
| 590-548.000-824.000                 | Testing &  |         |           | ANN ARBOR TECHNICAL SERVICES   | 0      |            | 10/02/2007 | 100.00    |
|                                     |            |         |           | LAB SERVICES                   |        | 2748       |            |           |
| 590-548.000-920.000                 | Utilities  |         |           | DTE ENERGY                     | 0      |            | 10/03/2007 | 89.30     |
|                                     |            |         |           | 3219 953 0001 9                |        | 10/03/07   |            |           |
| 590-548.000-920.001                 | Telephones |         |           | AT&T                           | 0      |            | 10/02/2007 | 789.61    |
|                                     |            |         |           | 734 426 4572 816 0             |        |            |            |           |
| 590-548.000-920.001                 | Telephones |         |           | AVAYA, INC.                    | 0      |            | 10/02/2007 | 107.25    |
|                                     |            |         |           | WWTP                           |        | 2726163765 |            |           |
| 590-548.000-920.001                 | Telephones |         |           | MCI                            | 0      |            | 10/02/2007 | 13.21     |
|                                     |            |         |           | LONG DISTANCE SERVICE          |        | 10/02/07   |            |           |
| 590-548.000-937.000                 | Equip Main |         |           | KENNEDY INDUSTRIES, INC.       | 0      |            | 10/02/2007 | 218.50    |
|                                     |            |         |           | LABOR, PARTS                   |        | 502388     |            |           |
| Total Sewer Utilities Department    |            |         |           |                                |        |            |            | 8,021.63  |
| Dept: Capital Improvements CIP      |            |         |           |                                |        |            |            |           |
| 590-901.000-974.000                 | CIP Capita |         |           | JONES & HENRY ENGINEERS LTD    | 0      |            | 10/02/2007 | 129.04    |
|                                     |            |         |           | EQ BASIN                       |        | 57213      |            |           |

## INVOICE APPROVAL LIST BY FUND

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Village of Dexter

| Fund                                | GL Number  | Vendor Name                    | Check  | Invoice         | Due        |              |
|-------------------------------------|------------|--------------------------------|--------|-----------------|------------|--------------|
| Department                          | Abbrev     | Invoice Description            | Number | Number          | Date       | Amount       |
| Account                             |            |                                |        |                 |            |              |
| Fund: Sewer Enterprise Fund         |            |                                |        |                 |            |              |
| Dept: Capital Improvements CIP      |            |                                |        |                 |            |              |
| 590-901.000-974.000                 | CIP Capita | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                 | 10/03/2007 | 4,375.00     |
|                                     |            | 0130-07-0081                   |        | 118905          |            |              |
| 590-901.000-974.000                 | CIP Capita | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                 | 10/03/2007 | 997.50       |
|                                     |            | 0130-07-0011                   |        | 118901          |            |              |
| Total Capital Improvements CIP      |            |                                |        |                 |            | 5,501.54     |
| Fund Total                          |            |                                |        |                 |            | 13,523.17    |
| Fund: Water Enterprise Fund         |            |                                |        |                 |            |              |
| Dept: Water Utilities Department    |            |                                |        |                 |            |              |
| 591-556.000-740.000                 | Operating  | HACKNEY HARDWARE               | 0      |                 | 10/03/2007 | 6.99         |
|                                     |            | BATTERIES                      |        | 786848          |            |              |
| 591-556.000-740.000                 | Operating  | HACKNEY HARDWARE               | 0      |                 | 10/03/2007 | 99.99        |
|                                     |            | MINI VAC                       |        | 786855          |            |              |
| 591-556.000-740.000                 | Operating  | HACKNEY HARDWARE               | 0      |                 | 10/03/2007 | 83.98        |
|                                     |            | BATTERY                        |        | 787187          |            |              |
| 591-556.000-740.000                 | Operating  | HACKNEY HARDWARE               | 0      |                 | 10/03/2007 | 32.99        |
|                                     |            | CABLE TIES                     |        | 787977          |            |              |
| 591-556.000-920.000                 | Utilities  | DTE ENERGY OUTDOOR LIGHTING    | 0      |                 | 10/03/2007 | 10.80        |
|                                     |            | 7700 COTTONWOOD                |        | 3219 953 0018 3 |            |              |
| 591-556.000-920.001                 | Telephones | AT&T                           | 0      |                 | 10/02/2007 | 406.77       |
|                                     |            | 734 426 4572 816 0             |        |                 |            |              |
| Total Water Utilities Department    |            |                                |        |                 |            | 641.52       |
| Dept: Capital Improvements CIP      |            |                                |        |                 |            |              |
| 591-901.000-974.001                 | Other capi | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                 | 10/03/2007 | 977.00       |
|                                     |            | 0130-07-0011                   |        | 118901          |            |              |
| Total Capital Improvements CIP      |            |                                |        |                 |            | 977.00       |
| Fund Total                          |            |                                |        |                 |            | 1,618.52     |
| Fund: Trust & Agency Fund           |            |                                |        |                 |            |              |
| Dept: Assets, Liabilities & Revenue |            |                                |        |                 |            |              |
| 701-000.000-253.043                 | Dexter Dis | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                 | 10/02/2007 | 2,970.50     |
|                                     |            | 0130-06-1043                   |        | 118899          |            |              |
| 701-000.000-253.047                 | Wallace Pr | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                 | 10/02/2007 | 168.00       |
|                                     |            | PROJECT 0130-05-1063           |        | INVOICE #118898 |            |              |
| 701-000.000-253.048                 | Dexter Ret | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                 | 10/02/2007 | 1,264.50     |
|                                     |            | 0130-06-1052                   |        | 118900          |            |              |
| 701-000.000-253.050                 | Dexter Fit | CARLISLE-WORTMAN ASSOCIATES    | 0      |                 | 10/02/2007 | 510.00       |
|                                     |            | DEXTER FITNESS CENTER          |        | 27950           |            |              |
| 701-000.000-253.050                 | Dexter Fit | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                 | 10/02/2007 | 2,819.50     |
|                                     |            | 0130-07-1002                   |        | 118906          |            |              |
| 701-000.000-253.052                 | K-Space    | ORCHARD, HILTZ & MCCLIMENT INC | 0      |                 | 10/02/2007 | 417.00       |
|                                     |            | 0130-07-1023                   |        | 118907          |            |              |
| Total Assets, Liabilities & Revenue |            |                                |        |                 |            | 8,149.50     |
| Fund Total                          |            |                                |        |                 |            | 8,149.50     |
| Grand Total                         |            |                                |        |                 |            | 156,702.35 ✓ |



## Donna Dettling

From: Mark Harrison [harrisonm@michigan.gov]  
Sent: Monday, September 24, 2007 10:44 PM  
To: pambyrnes@house.mi.gov  
Cc: Keith Cooper  
Subject: Re: FW: Phase 2 Funding

AGENDA 10-8-07  
ITEM K-1

Pam,

I am not in the office this week but, I wanted to let you know that I will not be proposing the phase II of the Dexter Main Street project be removed from the selected for funding list when I meet with the University Region Bridge Council in October. If the village is continuing to pursue additional funding, I will be flexible. We can discuss the village's progress toward the end of October.

Mark

>>> "Donna Dettling" <ddettling@villageofdexter.org> 09/20/07 5:14 PM

>>>

Pam,

Here is follow-up from Dexter Village Council's efforts to put together a funding plan to keep the Local Bridge dollars in our region. We need your help to secure a written response from MDOT Mark Harrison that the Local Bridge Funds will not be allocated to another project. MDOT's original deadline for us to get a funding plan in place that covered the shortfall for Phase 2 was September 28th. WE HAVE A PLAN IN PLACE.

Please let me know if this is something you can help me with, or recommend another strategy for securing a written commitment from MDOT.

Donna Dettling  
Village Manager  
8140 Main Street  
Dexter, MI 48130  
Ph# 734-426-8303 X11  
Fax# 734-426-5614

-----Original Message-----

From: James Carson [mailto:jcarson@aiserv.net]  
Sent: Wednesday, September 19, 2007 8:51 PM  
To: Shawn Keough (E-mail); Shawn Keough; Ray Tell (E-mail); Ray Tell; Paul Cousins; Joe Semifero; Jim Seta; Donna Fisher; Donna Dettling; David Boyle  
Cc: Gronevelt, Rhett; Allison Bishop  
Subject: Phase 2 Funding

Hello Everyone,

Just want to give everyone a quick update of the results of my presentation to the WATS Policy Committee this morning. Some of you have probably already heard the result; however to ensure that nobody has been missed I wanted to get it out by e-mail to everyone. A more detailed report will be provided at the Council meeting on the 24th.

WATS Policy Committee members unanimously approved the use of Federal Dollars to cover any funding shortage for the Phase 2 Project to be constructed in 2011. A most remarkable part of today's approval is in the fact that it was given without the Committee knowing what the total shortage amount will exactly end up being. WATS will ensure that we have enough funding to complete the project.

Donna will confirm with Steve Puuri that Mark Harrison has been notified of today's Policy Committee action.

Expectedly there will be details to be worked out between the Road Commission, the Village, Scio Township and WATS. WATS also has to make a policy change to make this happen; which we already agreed to do today. As mentioned we will go into more detail at Monday's meeting.

Donna Dettling attended the meeting with me this morning. I can assure you that she is as anxious to share with you the results of the meeting this morning as I am. To say the least, we both walked out of there with big smiles on our faces.

Regards,

Jim Carson  
402 Cambridge Dr.  
Dexter, Michigan 48130

734-424-9288 (office)  
734-502-4257 ( cell )  
jcarson@aiserv.net



# VILLAGE OF DEXTER

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 Fax (734)426-5614

## MEMO

**AGENDA** 10-8-07  
**ITEM** K-2

**To: President Seta and Council**  
**From: Donna Dettling, Village Manager**  
**Date: October 8, 2007**  
**Re: UMRC-Cedars of Dexter Development Agreement**  
**Item K-2**

The UMRC-Cedars of Dexter Development Agreement was revised by the Village Attorney to address concerns raised. The revised Agreement was reviewed by UMRC and their attorney's. Late last week a revised draft was further reviewed and refined, with the intent of getting this document before the Board at the October 8, 2007 Council meeting.

The Agreement was not ready by print time of the packet, but it will be ready for review Monday night. It will be emailed out as soon as it's ready, and a color copy will be placed on the table for each of you Monday night.



RESOLUTION #  
RESOLUTION FOR THE PURPOSE OF ESTABLISHING THE MILL POND PARK –  
CONCEPT PLANNING COMMITTEE

At a regular meeting of the Village Council of the Village of Dexter, Michigan called to order by President Jim Seta on October 8, 2007 at 7:30 p.m. the following resolution was offered:

Motion by \_\_\_ Support \_\_\_\_

WHEREAS, Village Council has expressed a desire to establish a Mill Pond Park – Concept Planning Committee, and

WHEREAS, the Mill Pond Park – Concept Planning Committee members shall be appointed by Village Council:

NOW THEREFORE BE IT RESOLVED, that the Mill Pond Park – Concept Planning Committee be created to act within the following parameters:

1. This Committee will provide a single distinct channel for any and all ideas, historic and new, relative to the Mill Pond redevelopment to be shared and researched.
2. The overall goal will be to use this open information exchange to create a redevelopment plan that takes into account storm water, aesthetic, recreational, ecological and financial objectives.
3. Any funding required must be requested through the Village Manager who will determine availability.

BE IT FURTHER RESOLVED, that the individuals listed below be appointed to the Mill Pond Park – Concept Planning Committee

|   |                                |
|---|--------------------------------|
| Parks Commission Representative               | Alan Green                     |
| Parks Commission / Council Representative     | Joe Semifero                   |
| Planning Commission Representative            | Scott Bell                     |
| Planning Commission Representative            | Thomas Phillips                |
| Downtown Development Authority Representative | Dan O'Haver                    |
|   | (Gary VanderHagen – Alternate) |
| Village Staff Representative                  | Allison Bishop                 |
| Member at Large                               | Paul Cousins                   |

Ayes:

Nays:

Absent:

\_\_\_\_\_  
David F. Boyle, Village Clerk



Memorandum

AGENDA 10-8-07  
ITEM L-2

To: Village Council  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: **Dexter Wellness Center Final Site Plan #1**  
Date: October 8, 2007

REVIEW

On May 7, 2007 the Planning Commission reviewed and recommended approval of the Dexter Wellness Center preliminary site plan dated April 2, 2007.

On June 11, 2007 the Village Council first reviewed the Dexter Wellness Center preliminary site plan recommended by the Planning Commission and postponed action until the applicant could address comments and concerns of the Village Council. Following the postponement a work session was held with several Councilpersons, the applicant and consultants to address some of the issues. The major changes were: reduction in the size and capacity of the detention basin, reduction in the retaining walls, reconfiguration of the parking areas, addition of a plaza at the south west corner of the property and reduction in the length of the dead end parking.

Following the work session the applicant revised the plans. The plans were again reviewed by the Village planning and engineering consultants and approved by the Village Council on July 9, 2007.

As noted in the minutes the Village Council required a development agreement. Included in your packet is a letter dated July 20, 2007 that was accepted by the Village Council as a development agreement. The Village Council also had the following additional conditions of approval that should be passed along with the final site plan for the project.

1. All representations of Phase 2 buildings shall be for planning purposes only and not part of site plan approval.
2. The parking plan and eventual single driveway to the site will be completed no later than 5 years from the completion of the Phase 1 building (per date of C of O). If the parking plan is not completed, the Village may, at its option, close any additional drives and remove them with the cost of such removal to be charged to the property owner.
3. All trees to be replaced per Village ordinance on or off site.

## PLANNING COMMISSION DECISION

On September 4, 2007 the Planning Commission reviewed and recommended approval of the final site plan with the following motion and the following landscaping waivers:

-Moved Bell, support Bellefleur based upon the information received from the applicant, and reflected in the minutes of this meeting, the Planning Commission finds that the final site plan for the Dexter Wellness Center dated 8-10-07 **meets** the required standards and findings for final site plan approval pursuant to Section 21.04 of the Zoning Ordinance and recommends that the Village Council **approve** the final site plan.

In making this determination, the following conditions shall apply:

1. Concerns noted in the Engineering Consultant review #1 dated August 23, 2007.
2. Concerns noted in the Planning Consultant review memo dated August 24, 2007.
3. Concerns noted in the Water Utilities Department review dated June 4, 2007.
4. The final site plan is subject to the July 20, 2007 development agreement letter.
5. All representations of Phase 2 buildings shall be for planning purposes only and not part of site plan approval.
6. The parking plan and eventual single driveway to the site will be completed no later than 5 years from the completion of the Phase 1 building (per date of C of O). If the parking plan is not completed, the Village may, at its option, close any additional drives and remove them with the cost of such removal to be charged to the property owner.
7. If the information provided by the applicant is determined to be inaccurate then the Final Site Plan should return to the Planning Commission.\*

\*Following the meeting it was determined that the information provided by the applicant was accurate. The included memo dated 9-5-07 was provided by Carlisle Wortman confirming the information.

A. Landscaping Waiver from Section 6.04, Parking Lot Screening: Buffer Width and Existing Plant Material Credit

-Moved Clugston, support Bell pursuant to Section 6.13 of the Village of Dexter Zoning Ordinance the Planning Commission moves to **waive** Section 6.04 Parking Lot Screening Requirements for the six and a half (6 ½) foot buffer width and **grant** credit for the existing plant material credit because the proposed landscaping plan plus one additional buffer tree per Carlisle Wortman's review for the Dexter Wellness Center **meets** the intent of the ordinance.

B. Landscaping Waiver from Section 6.08, Parking Lot Landscaping: Buffer A and C Planting Requirements Wall, Berm Fence Requirement and Existing Plant Material Credit.

-Move Kimmel, support Clugston pursuant to Section 6.13 of the Village of Dexter Zoning Ordinance the Planning Commission moves to **waive** Section 6.08 Parking Lot Landscaping Screening for the northern, southern and eastern property lines and **grant** credit for the existing plant material because the proposed landscaping plan and existing landscaping and screening for the Dexter Wellness Center **meets** the intent of the ordinance and because the steep changes in topography limit the benefits of the required landscaping and berming.

C. Landscaping Waiver from Section 6.14, Replacement Standards: Low Quality and Non-Native tree replacement.

-Moved Bellefleur, support Clugston pursuant to Section 6.13 of the Village of Dexter Zoning Ordinance the Planning Commission moves to conditionally **waive** Section 6.14 Tree Replacement Standards for the low quality, non-native trees on the Dexter Wellness Center **meets** the intent of the ordinance based on the condition that the information provided by the applicant is accurate. If information is determined to be inaccurate then the waiver should return to the Planning Commission on October 1, 2007.

## RECOMMENDATION

Included in your packet are the following documents to assist in the review of the Dexter Wellness Center final site plan.

1. Planning review dated October 1, 2007.
2. Engineering review dated October 3, 2007.
3. DAFD review dated September 24, 2007.
4. July 20, 2007 development agreement letter.
5. September 5, 2007 Carlisle Wortman landscaping determination.

Per Section 21.04(E)3 the Planning Commission and Village Council shall consider the following standards when reviewing a final site plan:

- a. That the final site plan conforms to the preliminary site plan as approved by the Village Council;
- b. That the plan meets all applicable standards in Section 21.04D(2). herein;
- c. That the plan meets the specifications of Dexter Village for fire and police protection, water supply, sewage disposal or treatment, storm drainage, and other public facilities and services, and has been reviewed by the Village Planner, Village Fire Chief and the Village Engineer;
- d. That the proposed development will not cause soil erosion or sedimentation problems;
- e. That the drainage plan for the proposed development is adequate to accommodate anticipated storm water runoff and will not cause undue runoff onto neighboring property or overloading of watercourses in the area; that the proposed development is coordinated with improvements serving the subject property and with the other developments in the general vicinity;
- f. That outside lighting will not adversely affect adjacent or neighboring properties, or traffic on adjacent streets;
- g. That outdoor storage of garbage and refuse is contained, screened from view, and located so as not to be a nuisance to the subject property or neighboring properties;
- h. That grading or filling will not destroy the character of the property or the surrounding area and will not adversely affect the adjacent or neighboring properties;
- i. That parking layout will not adversely affect the flow of traffic within the site or to and from the adjacent streets;
- j. That the plan meets the standards of other government agencies, where applicable, and that the approval of these agencies has been obtained or is assured; and
- k. That the plan provides for the proper expansion of existing public streets serving the site, where applicable.
- l. That the plan meets all other requirements /standards established by the Village of Dexter.

## SUGGESTED MOTION

Based upon the information received from the applicant and as recommended by the Planning Commission, the Village Council finds that the final site plan for the Dexter Wellness Center dated 9-13-07 (**meets / fails to meet**) the required standards and findings for final site plan approval pursuant to Section 21.04 of the Zoning Ordinance and (**approves / denies**) the final site plan.

In making this determination, the following conditions shall apply:

1. Concerns notes in the Engineering Consultant review dated October 3, 2007.
2. Concerns noted in the Planning Consultant review memo dated October 1, 2007
3. Concerns noted in the DAFD review dated September 24, 2007.
4. The final site plan is subject to the July 20, 2007 development agreement letter.
5. All representations of Phase 2 buildings shall be for planning purposes only and not part of site plan approval.
6. The parking plan and eventual single driveway to the site will be completed no later than 5 years from the completion of the Phase 1 building (per date of C of O). If the parking plan is not completed, the Village may, at its option, close any additional drives and remove them with the cost of such removal to be charged to the property owner.
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

OR

Move to **postpone** the action on the Dexter Wellness Center Preliminary site plan dated 9-13-07 until \_\_\_\_\_ (date) \_\_\_\_\_, to allow the applicant time to address the following items:

1. Addressing the outstanding engineering, planning consultant, and DAFD comments.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Please contact me prior to the meeting with questions.  
Thank you,





**CARLISLE/WORTMAN ASSOCIATES, INC.**  
*Community Planners / Landscape Architects*

605 S. Main, Suite 1  
Ann Arbor, MI 48104  
734-662-2200  
fax 734-662-1935

6401 Citation Drive, Suite E  
Clarkston, MI 48346  
248-625-8480  
fax 248-625-8455

**MEMORANDUM**

**TO:** Village Council  
**FROM:** Douglas J. Lewan, Community Planner  
**DATE:** October 1, 2007  
**RE:** Dexter Wellness Center Final Site Plan

On September 4, 2007, the Planning Commission recommended approval of the final site plan subject to the concerns noted by various reviewing bodies and the Planning Commission. We are in receipt of revised plans dated September 13, 2007. With respect to the concerns noted in our August 24, 2007 review, we have the following comments:

1. Consider closing north entrance off Baker Road.

*A note on the final site plan indicates that the north entrance off Baker Road will be closed after Phase I construction is complete.*

2. Provide "No Parking" signs near the hatched areas of the parking lot.

*Notes indicate that "No Parking" signs will be provided near the hatched areas of the parking lot on the north and south sides of the building.*

3. Widen parking lot buffer along Baker Road to ten (10) feet and provide one (1) deciduous tree.

*The Planning Commission waived the ten (10) foot buffer width thus allowing the proposed 6 ½ foot wide landscaping strip. The Planning Commission also granted credit for the existing honey locust trees along Baker Road; therefore, the applicant is not required to provide an additional deciduous tree.*

4. Request modification and/or waiver from parking lot buffer landscaping requirements.

*The applicant requested a modification and/or waiver from the Planning Commission. See comment for item 3 above.*

5. Provide eight (8) evergreens or ornamental trees OR eighty-five (85) shrubs along north buffer.

*The Planning Commission waived landscaping buffer requirements for the north property line.*

6. Provide ten (10) evergreens or ornamental trees along east buffer.

*The landscaping waiver indicated in item 5 above also applies to the ten (10) evergreen trees required for the east buffer.*

7. Request credit for using existing trees in the north and east buffer landscaping.

*The Planning Commission granted credit for the existing trees in the north and east buffer for meeting landscaping requirements.*

8. Request modification and/or waiver from providing a fence, wall, or berm for the east and south property lines.

*The Planning Commission waived the requirement for a fence, wall, or berm for the east and south property lines.*

9. Provide fifty-three (53) replacement trees.

*Per Section 6.14 E. of the Zoning Ordinance, the Planning Commission waived replacement tree requirements for the low quality and/or non-native trees that are to be removed from the site. Therefore, the applicant is not required to provide fifty-three (53) replacement trees as noted.*

10. Provide details of the light fixtures.

*The applicant has provided acceptable details of proposed light fixtures.*

11. Consider reducing the height of pole-mounted lights to 18 feet.

*The heights of pole-mounted lights are now eighteen (18) feet.*

12. Village Engineer to review proposed essential services.


*Please refer to the Village Engineer's review.*

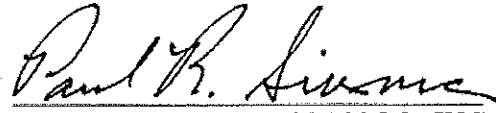
13. Provide a detail of the proposed building sign.

*A detail of the proposed building sign must be provided; however, we note that a sign application, separate from the final site plan, may be submitted by the applicant. We also note that the current version of the final site plan (September 13, 2007) does not include architectural drawings but are required for Council review.*

**RECOMMENDATION**

Based on the comments of this memorandum, we believe the final site plan is in substantial compliance with Village standards; therefore, recommend approval subject to the applicant providing architectural drawings.

  
CARLISLE/WORTMAN ASSOC., INC.  
Douglas J. Lewan, AICP, PCP  
Principal

  
CARLISLE/WORTMAN ASSOC., INC.  
Paul R. Siersma,  
Community Planner

# 241-02-2701

cc: Steve Brouwer, A.R. Brouwer, 7444 Dexter Ann Arbor Road, Suite F, Dexter MI, 48130  
Emily S. McKinnon, P.E., Professional Engineering Associates, Inc., FAX: 517.546.8973  
Bob King, Lindhout Associates, FAX 810.227.5668

October 3, 2007

**VILLAGE OF DEXTER**

8140 Main Street  
Dexter, MI 48130



Attention: Ms. Allison Bishop  
Community Development Manager

Regarding: **Dexter Wellness Center – Final Site Plan Review #3**  
**OHM Job # 0130-07-1002**

Dear Ms. Bishop:

The final site plan received September 19, 2007 for the above-mentioned project has been reviewed for conformance with the requirements for final site plans as indicated in the Village of Dexter Engineering Standards Manual. At this time, we take *no exception* to the engineering plans. The following items need to be addressed prior to scheduling a preconstruction meeting.

1. A detailed, itemized construction cost estimate for all water main, sanitary sewer, paving, and drainage improvements must be submitted. The estimate shall be signed and sealed by a professional engineer licensed to practice in the State of Michigan.
2. The applicant should provide three (3) sets of water main plans and four (4) sets of sanitary sewer plans for permitting purposes. The applicant shall note that at this time the Village cannot guarantee when water and sanitary sewer capacity within the Village limits will be available for this development. As previously noted, the petitioner is proceeding at his or her own risk.

*Permits and Certificates*

No work shall be allowed until the OHM Construction Division has received all necessary insurance certificates and permits. The Contractor shall provide copies of all permits and letters from any agencies waiving any required permits to the OHM Construction Division prior to the start of work.

- A Right-of-Way permit from the Village of Dexter shall be obtained for construction within the Village right-of-way.
- A Soil Erosion permit shall be obtained from Washtenaw County.
- Permits to construct water main and sanitary sewer must be obtained from the Michigan Department of Environmental Quality.
- Proof of necessary insurance must be provided to the Village and Village Engineer.

Please note that final acceptance of the work for this project is contingent upon the approval of record plans (as constructed), payment of all review and inspection fees, verification of easements recorded with the County, and provision of a Maintenance and Guarantee Bond. The Proprietor will provide the record plans of the project. The type and format of the record plans will be on Mylar sheets, blueprints, and digital after the plans have been reviewed and approved by the OHM Construction Division. Specifications are outlined in the Village Engineering Standards.

The above comments shall be addressed through an administrative review prior to the pre-construction meeting. Should there be any questions or comments, please contact this office at (734) 522-6711.

Sincerely,  
**ORCHARD, HILTZ & McCLIMENT, INC.**

*Christine A. Cale*

---

Christine A. Cale, P.E.  
Project Engineer

CAC/dms

cc: Ms. Donna Dettling, Village Manager  
Mr. Ed Lobdell, Village Superintendent of Utilities  
Dan Schrauben, P.E., Professional Engineering Associates, 2900 E. Grand River Ave., Howell, MI 48843  
Robert King, Lindhout Associates, 10465 Citation Dr., Brighton, MI 48116  
Steve Brouwer, BST Investments, LLC, 7444 Dexter-Ann Arbor Road, Suite F, Dexter, MI 48130  
File



# Dexter Area Fire Department

September 24, 2007

Allison Bishop  
Community Development Manager  
Village of Dexter  
8140 Main St.  
Dexter, MI 48130

**Re: Plan review of: Dexter Wellness Center**  
**Plans Dated: September 13, 2007**

Dear Mrs. Bishop:

The Dexter Area Fire Department (DAFD) has reviewed plans submitted to this department. We have reviewed these plans with Fire Safety and Prevention in mind. Our resources are the Fire Protection Ordinance (FPO) and Village Standards. Below are our comments.

**DAFD Comments:** The development of this site will remove a building that has been a concern of the DAFD for many years and we support any and all means to move this project to final approval.

**Village of Dexter Engineering Standards (as it relates to fire hydrants): Within Standards**

**Fire Protection Ordinance:** Requirements of this ordinance will need to be incorporated in future plans before approval is granted relating, but not limited too: **Knox Box** IFC Section 506, **Addressing** IFC Section 505, **Minimum Roadway Widths** IFC Section D-103 **Fire Lane Signage** IFC Section 503.3 & D-103.6. -103, **Fire Suppression, Alarm Systems and Kitchen Fire Suppression System (if Applicable)** IFC Section 105.7 & Washtenaw County Building Department. At this stage of the process this plan meets the requirements of this Ordinance

**DAFD Recommendations:** DAFD supports Final Approval of this project

Donald Dettling  
Fire Inspector

cc/ Loren Yates      Fire Chief  
     Steve Brouwer      A. R. Brouwer

July 20, 2007

Ms. Allison Bishop  
Community Development Director  
Village of Dexter  
8140 Main St.  
Dexter, MI 48130

RE: Dexter Wellness Center

Dear Allison,

As discussed at the Village Council meeting on July 9, 2007, we have reviewed the permitted uses in both the C-1 General Business District and the PB Professional Business District as described in the Village Zoning Ordinance with the property owners. Assuming the Dexter Wellness Center is constructed, the investors are willing to agree to the following uses for the two potential buildings along Baker Rd. frontage:

**PB Professional Business District**

**Permitted Principal Uses:**

1. Offices of health care professionals, including physicians, dentists, chiropractors, and physical therapists.
2. Office of architects, engineers, surveyors, community planners and other professions of similar nature.
3. Offices of executives, administrative, legal, accounting, insurance, real estate, travel agencies and uses of similar nature.
4. Financial institutions, including banks, credit unions, tax preparation, financial management.
5. Essential service structures, except telephone, electric, and television lines and poles, transformer stations, substations, gas regulator stations and buildings, may be permitted when operating requirements necessitate the location of said structures within the district in order to serve the immediate vicinity.
6. Accessory uses or structures.
7. Theaters and studios for professional work.

**Special Uses:**

1. The business office of an establishment, which provides the service to its customers off-site, such as electricians, decorators, plumbers, heating and air conditioning installers, but not to include retail sales, personal services, wholesaling or warehousing. A workshop with material storage incidental to the service is permitted.

**C-1 General Business District**

**Permitted Principal Uses:**

1. Retail sale of food, drugs, hardware notions, books and similar convenience goods.
2. Personal service, include barber shops and beauty salons; medical and dental clinics; self-service Laundromats; sale and repair shops for watches, shoes, radios, televisions and home electronics, bicycle repair, tailor shop and music studio.
3. Business, professional and medical offices.
4. Stores and shops for the conducting of a service or retail business.
5. Any service establishment of an office-showroom workshop nature of an electrician, decorator, dressmaker, tailor, baker, printer, upholsterer or an establishment doing radio or home electronics or appliance repair, photographic reproduction and similar service establishments that require a retail adjust.
6. Theaters and studios for professional work.
7. Business schools and colleges, or private schools operated for profit.
8. Financial Institutions.

**Special Uses:**

1. Restaurants and bars serving alcohol.
2. Outdoor Seating at Restaurants only. (*amd. August 5, 2002, eff. August 25, 2002*)

The following C-1 uses will not be requested:

*Permitted Principal Uses-*

1. Private clubs, fraternal organizations and lodge halls.
2. Showroom and sales of new automobiles and the display and sale of used cars when in conjunction with a showroom and sale of new units thereof; and repair of same when in conjunction with a showroom and sales of new units thereof.

*Special Uses-*

1. Restaurant including drive-in and carry-out types except those serving alcohol.
2. Commercial outdoor sales and open air business uses.



3. Indoor commercial recreation such as bowling alleys, billiard halls, archery ranges, tennis courts, skating rinks, and arcades.
4. Funeral homes.
5. Mechanical amusement device centers and arcades as a principal or accessory use if there are more than four (4) such devices.
6. Automobile service (gasoline) stations when developed as part of a larger planned shopping center with shared access and similar architecture.
7. Essential public service building and storage yards.
8. Accessory commercial outdoor sales and storage.
9. Cleaning establishments when in compliance with fire regulations and all other Village ordinances relating thereto.
10. Used car lots.
11. Small animal clinic.
12. Automobile service center.
13. Adult regulated uses.
14. Single family, two family and multiple family dwelling units above the ground floor.
15. A dwelling unit of a resident manager or owner is permitted on the ground floor.
16. Motels and hotels.
17. Automatic or self serve car wash (*Amended April 22, 1996. Effective May 13, 1996*)

There was also discussion at the Village Council meeting that the professional business use was the only use represented for the property. It should be noted that at the pre-application meeting, planning commission meeting and the design modification meeting it was clearly stated that:

- 1.) The two office buildings were shown on the plans to indicate that future (phased) development was intended for the site and to help clarify planning for the entire site instead of just a portion of the property.
- 2.) Professional Business was (is) the preferred use for the two buildings but there is no way to determine at this point in time whether or not that will actually occur.
- 3.) Any use for the two building pads would meet the requirements of the current C-1 zoning.

Please review this information and advise us whether or not it meets with the Village of Dexter's approval.

Sincerely,



Steve Brouwer  
President



**CARLISLE/WORTMAN ASSOCIATES, INC.**  
*Community Planners /Landscape Architects*

605 S. Main, Suite 1  
Ann Arbor, MI 48104  
734-662-2200  
fax 734-662-1935


6401 Citation Drive, Suite E  
Clarkston, MI 48346  
248-625-8480  
fax 248-625-8455

**MEMORANDUM**

**TO:** Allison Bishop, Community Development Director  
**FROM:** Douglas J. Lewan, Community Planner  
**DATE:** September 5, 2007  
**RE:** Dexter Wellness Final Site Plan – Buffer Landscaping

We have reviewed the tree survey and landscape plan and have determined that the existing trees within the north and east buffers as noted in our August 24, 2007 review are on the applicant's property. Our calculations regarding potential credit for using existing trees in north and east buffers has not changed (i.e. 6 trees for the north buffer and 8 trees for the east buffer). Therefore, the final site plan does not require another review by the Planning Commission.

Please call should you have any questions.

  
CARLISLE/WORTMAN ASSOC., INC.  
Douglas J. Lewan, PCP  
Principal

# 241-02-2701

cc: Steve Brouwer, A.R. Brouwer, 7444 Dexter Ann Arbor Road, Suite F, Dexter MI, 48130  
Emily S. McKinnon, P.E., Professional Engineering Associates, Inc., FAX: 517.546.8973  
Bob King, Lindhout Associates, FAX 810.227.5668

Richard K. Carlisle, *President* R. Donald Wortman, *Vice President* Douglas J. Lewan, *Principal* John L. Enos, *Principal*  
Jennifer L. Coe, *Associate* Sally M. Elmiger, *Associate* Jeremy G. Lopatin, *Associate*



## VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

AGENDA 10-8-07

ITEM L-3

### Memorandum

To: Village Council  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Katie's Restaurant final site plan extension request  
Date: October 2, 2007

Attached is a request submitted by Paul Cook, owner of Katie's Restaurant, requesting an extension of the final site plan for Katie's Restaurant. Also attached is a letter sent to the applicant notifying the applicant of the expiration of the final site plan.

The Katie's final site plan was originally approved by the Village Council on September 11, 2006. Prior to the recent amendments to Article 21, Site Plan Review, effective September 12, 2007, final site plans were effective for 1 year, therefore the Katie's plan would have expired on September 11, 2007. Based on the recent amendments to Article 21 final site plans now expire after 2 years and the applicant has subsequently made a request for a site plan extension.

The applicant made the site plan extension request on September 10, 2007 based on the new ordinance standards. It is my understanding that the applicant is requesting a one year extension based on the new ordinance provisions and economic conditions. The applicant is requesting that the Planning Commission recommend to the Village Council that the final site plan be extended to October 8, 2008. The requested extension would make the original site plan effective for 2 years and in line with the current ordinance standards.

### PLANNING COMMISSION DECISION

At the October 1, 2007 meeting the Planning Commission recommended that a site plan extension be granted to Katie's Restaurant Final Site Plan. The Planning Commission recommended that the site plan be extended until October 8, 2008. The following is the DRAFT motion.

Based on the information provided by the applicant and the new ordinance provisions in Section 21.04(E)9, Site Plan Extensions, the Planning Commission **RECOMMENDS** that the Village Council extend the Katie's Restaurant final site plan until October 8, 2008.

### SUGGESTED MOTION

Based on the recommendation from the Planning Commission, the information provided by the applicant and the new ordinance provisions the Village Council moves to approve the site plan extension request from Katie's Restaurant to extend the final site plan until October 8, 2008.

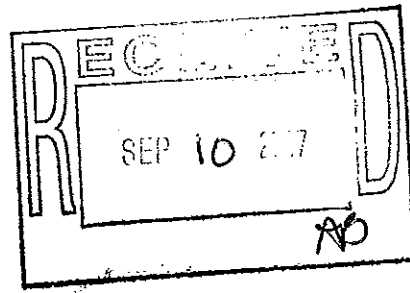
OR

The Village Council moves to deny the site plan extension request from Katie's Restaurant.

Please feel free to contact me if you have any additional questions.

Thank you.

9-10-07



Katie's Restaurant.  
final site plan

I Am Looking To extend my final  
Site plan. In The past Year Things have  
Been Tight. Business was Down, I had no  
Signed Leases, And money was hard to get.  
wasn't able to go forward with the project.

Presently I'm in negotiations with 2 Leases,  
And a Lender with a workable Rate. Things  
Are Looking Good. I see that Site plan's  
will be good for 2 Years starting soon.  
That would give me enough time to get  
The project going.

Thank you  
Paul Good



VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

July 26, 2007

Steve Lucchesi  
PO BOX 2605  
Ann Arbor, MI 48106

Dear Mr. Lucchesi,

The Village of Dexter would like to inform you that the Katie's Restaurant final site plan will expire on September 11, 2007. The Village Council originally approved the final site plan on September 11, 2006. Pursuant to Article 21 a final site plan expires and shall be of no effect unless a zoning permit has been issued within three hundred and sixty five (365) days of the date of the final site plan.

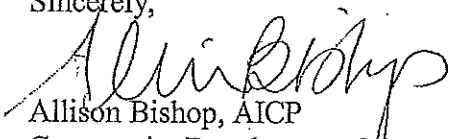
Resubmittal of a site plan pursuant to Article 21 of the Village of Dexter Zoning Ordinance will be required following September 11, 2007. Upon considering reapplication please review Section 21.05, Combined Site Plan. Because you have already received planning and engineering approval of your site plan, submittal of a combined site plan should be considered a viable option for your project.

The Village does not have any outstanding invoices or escrow; therefore on September 12, 2007 the project will be considered closed.

Please feel free to contact me at the village offices if you have any questions.

Thank you.

Sincerely,

  
Allison Bishop, AICP  
Community Development Manager

CC: Donna Dettling, Village Manager  
Paul Cook, 2830 Baker Road, Dexter, MI 48130  
Cornerstone Design, 940 N Main Street, Ann Arbor, MI 48104  
File

AGENDA 10-8-07

ITEM L-4



PRIVILEGED AND CONFIDENTIAL

Emily E. Smith-Sulfaro, Esq.  
Ford Motor Company  
Office of the General Counsel  
(313) 323-7458  
[esmithsu@ford.com](mailto:esmithsu@ford.com)

330 Town Center Drive, Suite 1100  
Dearborn, Michigan 48126

VIA OVERNIGHT DELIVERY

October 2, 2007

Ms. Donna Dettling, Village Manager  
Village of Dexter  
8140 Main Street  
Dexter, MI 48130

*Re: Mutual Release Agreement among Village of Dexter, Washtenaw County Road  
Commission and Ford Motor Company.*

Dear Ms. Dettling:

LD

At your request, enclosed are four original counterparts of the Mutual Release Agreement signed by Ford Motor Company. Please forward a fully executed original to me once you have obtained all signatures. Thank you very much.

Sincerely,

A handwritten signature in dark ink, appearing to read "Emily E. Smith-Sulfaro".

Emily E. Smith-Sulfaro

Enclosures

cc: Diane Morris  
Daniel J. Schairbaum, Esq.  
File

h

## MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement ("Agreement") is entered into as of July \_\_, 2007, by and between the **Village of Dexter**, a Michigan general law village ("Village"), **Washtenaw County Road Commission**, a Michigan municipal body corporate ("WCRC") and **Ford Motor Company**, a Delaware corporation ("Ford").

### Background

A. Due to the deteriorated condition of the existing bridge on Main Street over Mill Creek, WCRC has concluded that the (Dexter) Main Street Bridge (the "Bridge") should be reconstructed (the "Project").

B. On or about May 5, 2006, Village and WCRC entered into that certain (Dexter) Main Street Bridge Road Improvement Agreement (the "Main Street Bridge Agreement"), pursuant to which Village and WCRC agreed, among other things, to investigate the removal of the dam structure currently connected to the Bridge (the "Dam") as part of the Project.

C. WCRC and Village have decided to remove the Dam as part of the Project as provided for in the Main Street Bridge Agreement.

D. WCRC, Village and Ford recognize that they may disagree in good faith regarding whether all or any of them have an ownership interest in the Dam.

E. Each party wishes to release the other from claims arising out of the ownership and removal of the Dam as more fully set forth herein.

In consideration of the covenants, conditions, and releases provided herein, the receipt and sufficiency of all of which are hereby acknowledged, Village, WCRC and Ford (sometimes referred to individually as a "party," or collectively as the "parties") agree as follows:

### Terms

#### II. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings:

A. "Affiliates" shall mean and include, with respect to each party, such party's present and former predecessors, successors, parents, subsidiaries, divisions, shareholders, officers, directors, partners, affiliated partnerships, investors, licensees, heirs, executors, administrators, assigns, employees, attorneys, agents, insurers, representatives, and affiliated entities (whether incorporated or not).

B. "Claim" shall mean and include, without limitation (except as expressly provided in this Agreement), any and all manner of all claims, demands, action or actions, cause or



causes of action, obligations, liens, security interests, encumbrances, agreements, contracts, covenants, suits, controversies, debts, costs, expenses, damages, losses, awards, fines, penalties, judgments, executions, orders, and liabilities of every name and nature, in law, equity or otherwise, whether now known or unknown, asserted or unasserted, accrued or unaccrued, direct or derivative, suspected or unsuspected, fixed or contingent, foreseen or unforeseen arising out of, related to or in connection with the ownership and removal of the Dam. In no event shall the term "Claims" include the "Excluded Matters" as defined in Section IIC. below.

C. "Excluded Matters" shall mean any and all claims, damages, losses and expenses asserted by third parties, including reasonable attorneys' fees, to the extent caused by the negligent act or omission of WCRC (or its contractors or subcontractors, anyone directly or indirectly employed by it or anyone for whose acts it may be liable) in performance of the work necessary to remove the Dam.

D. "Person" or "Persons" shall mean and include any natural person, corporation, limited liability company, partnership, joint venture, association, unincorporated organization, trust, or any other entity or any nation, state, government entity, or any agency or political subdivision thereof.

### III. Releases.

A. Village's Release. Village, for itself, its Affiliates, and for all other Persons who may assert a Claim by or through it, relieves, releases, and forever discharges WCRC, Ford and all Affiliates of WCRC and Ford from any and all Claims that Village at any time heretofore ever had, owned, or held or which Village now has, owns, or holds against, WCRC, Ford or any Affiliates of WCRC and Ford.

B. Ford's Release. Ford, for itself, its Affiliates, and for all other Persons who may assert a Claim by or through it, relieves, releases, and forever discharges WCRC, Village and all Affiliates of WCRC and Village from any and all Claims that Ford at any time heretofore ever had, owned, or held or which Ford now has, owns, or holds against, WCRC, Village or any Affiliates of WCRC and Village.

C. WCRC's Release. WCRC, for itself, its Affiliates, and for all other Persons who may assert a Claim by or through it, relieves, releases, and forever discharges Village, Ford and all Affiliates of Village and Ford from any and all Claims that WCRC at any time heretofore ever had, owned, or held or which WCRC now has, owns, or holds against, Village, Ford or any Affiliates of Village and Ford.

### IV. Covenants Not to Sue.

A. Covenant by Village. Village hereby covenants and agrees not to assert, commence, prosecute, or bring any Claim against Ford, WCRC or any of their Affiliates, directly or indirectly, regarding or relating in any manner to any Claims released by Village under Subsection III.A above, and Village further covenants and agrees that this Agreement is a bar to any such Claim.

B. Covenant by Ford. Ford hereby covenants and agrees not to assert, commence, prosecute, or bring any Claim against Village, WCRC or any of their Affiliates, directly or indirectly, regarding or relating in any manner to any Claims released by Ford under Subsection III.B above, and Ford further covenants and agrees that this Agreement is a bar to any such Claim.

C. Covenant by WCRC. WCRC hereby covenants and agrees not to assert, commence, prosecute, or bring any Claim against Village, Ford or any of their Affiliates, directly or indirectly, regarding or relating in any manner to any Claims released by WCRC under Subsection III.C above, and WCRC further covenants and agrees that this Agreement is a bar to any such Claim

V. Intention to Release Unknown Claims.

A. General. This Agreement shall be effective, when executed by all parties, as a full and final release of each and every matter released hereunder. Each party acknowledges that it is aware that it may hereafter discover facts in addition to or different from those that are now known or believed to be true with respect to the subject matter of this Agreement, but that, notwithstanding that fact, it is the intention of the parties to fully, finally, and forever release hereby all Claims, obligations, and other matters released herein and to settle all disputes and differences related to the subject matter hereof, known and unknown, suspected and unsuspected, that now exist, may in the future exist, or heretofore have existed between the parties, and that in furtherance of such intention, the releases given herein shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

VI. No Disparagement. Each of the parties hereto agrees that it will not disparage the other party to this Agreement (including such other party's Affiliates), the other party's products or services, or the other party's business reputation to any third party.

VII. Representation by Counsel. Each party acknowledges and represents and warrants to the other party that such party has been represented by and relied upon counsel of such party's own choosing in the negotiation, preparation, and execution of this Agreement. The language of this Agreement and each term and provision hereof shall be construed individually and as a whole according to its fair meaning and not strictly for or against any party, and it is agreed that no provision hereof shall be construed against any party hereto by virtue of the activities of that party or such party's attorney.

VIII. Representations and Warranties and Indemnification Regarding Non-Assignment of Claims. Each party warrants and represents to the other party that it has not by agreement, operation of law or otherwise, heretofore assigned, transferred, hypothecated, or purported to assign, transfer, or hypothecate to any Person, the whole or any part or portion of such party's Claims which constitute matters released pursuant to this Agreement. Each party warrants and represents to the other party that it is the sole party that has the right, title, and interest in and to the matters such party is releasing. Each party agrees to indemnify, defend, and hold harmless the other party from and against any Claim threatened or instituted against it for any breach by such party of the representations and warranties set forth in Sections IX and X hereof.

IX. Further Representations, Warranties, and Covenants. Each party hereto represents and warrants to the other party and agrees as follows:

A. No action, complaint, claim or proceeding has been commenced, filed, or lodged against any other party relating to any Claim released by the representing and warranting party pursuant to Section III above.

B. Each party has the requisite power, capacity, and authority to execute, deliver, and perform its obligations under this Agreement and to bind the entity on whose behalf such party purports to execute this Agreement.

C. Each party intends this Agreement to be final and binding between and among the parties and their respective Affiliates, and this Agreement is valid and binding upon each party and enforceable against each party in accordance with its terms.

X. Further Actions. The parties shall cooperate in good faith to effectuate all terms and conditions of this Agreement and shall execute and deliver such further documents and shall take such further actions consistent with this Agreement as may be required in order to carry the provisions of this Agreement into effect.

XI. Miscellaneous.

A. Governing Law. The interpretation and enforcement of this Agreement and all matters arising out of or relating to it shall be governed by the laws of the State of Michigan without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction.

B. Integration. This Agreement constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior negotiations and/or proposed agreements and understandings, whether written or oral, express or implied, between the parties pertaining to the subject matter of this Agreement.

C. Counterparts. This Agreement may be executed in two or more counterparts, which may be returned as an original signature or via facsimile, each of which shall be considered an original, and all of which shall together constitute one and the same instrument.

D. No Other Representations or Warranties. Each party acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce such party to execute and deliver this Agreement, and acknowledges that such party has not executed this instrument in reliance upon any such promise, representation or warranty not contained herein.

E. Survival of Representations, Warranties and Covenants. The representations, warranties, and covenants contained in this Agreement are deemed to and shall survive the execution and delivery of this Agreement by the parties.

F. Confidentiality. The parties agree to keep this Agreement and all of its terms confidential and, except as provided herein, the parties, their agents and attorneys agree to hold confidential and not to disclose to any third party any information or communication, oral or in writing, concerning this Agreement, its terms, or the negotiations preceding it, unless ordered to do so by a court of competent jurisdiction or required by law. Notwithstanding anything in this Subsection XI.F to the contrary, (a) this Agreement (including the releases contained herein) and its terms also may be disclosed by either of the parties in a legal proceeding for the purpose of establishing the defense of bar, release or settlement of claims asserted against that party, or to enforce its terms, (b) a party may disclose the existence and terms of this Agreement to its attorneys, accountants and financial advisors, and (c) a party may make such disclosures of the existence or terms of this Agreement as are required under the applicable rules or regulations of any securities exchange or similar self-regulatory organization.

G. Binding Nature. This Agreement shall inure to the benefit of and be binding upon the parties and their respective Affiliates and their respective successors, assigns and other legal representatives.

H. No Third Party Benefits. Nothing expressed or implied herein is intended to or shall be construed to confer upon or give any Person, other than the parties, any rights or remedies under or by reason of this Agreement.

I. Amendments; Modifications. This Agreement may not be amended, modified, altered, or otherwise changed in any respect except by a written document duly executed and delivered by each of the parties. Each party acknowledges and agrees that such party will make no Claim, and hereby waives any right such party may now or hereafter have, based upon any alleged oral amendment and modification, oral alteration, or other alleged oral change of or to this Agreement.

J. Severability. In the event that any provision or portion thereof of this Agreement should be held to be void, voidable, or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

K. Headings. The various headings to the various Sections of this Agreement have been inserted by convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

L. Attorneys' Fees. Each party shall bear its own attorneys' fees and costs paid or incurred in connection with the negotiation, preparation, execution and delivery of this Agreement. If any party to this Agreement brings an action to enforce its rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, if any, incurred in connection with such action.

[END OF TEXT; SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Mutual Release Agreement as of the day and year first written above.

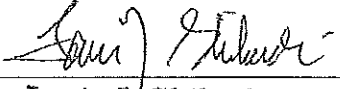

**VILLAGE OF DEXTER,**  
a Michigan general law village

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WASHTENAW COUNTY ROAD COMMISSION,**  
a Michigan municipal body corporate

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FORD MOTOR COMPANY,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Louis J. Ghilardi   
Title: Assistant Secretary

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